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AGREEMENT AND PLAN OF REORGANIZATION

AMONG

AMERICA ONLINE, INC., a Delaware corporation,

AOL ACQUISITION CORP., a California corporation

AND

**WIDE AREA INFORMATION SERVERS, INC.,
a California corporation**

May 12, 1995

AGREEMENT AND PLAN OF REORGANIZATION

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AGREEMENT AND PLAN OF REORGANIZATION

THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is entered into as of May 12, 1995, by and among America Online, Inc., a Delaware corporation ("AOL"), AOL Acquisition Corp., a California corporation and wholly-owned subsidiary of AOL ("Sub"), and Wide Area Information Servers, Inc., a California corporation ("WAIS").

RECITALS

A. The parties intend that, subject to the terms and conditions hereinafter set forth, Sub will merge with and into WAIS in a statutory merger or consolidation (the "Merger"), with WAIS to be the surviving corporation, pursuant to the terms and conditions set forth herein, and pursuant to an Agreement of Merger substantially in the form of Exhibit A (the "Agreement of Merger") and the applicable provisions of the laws of the State of California. Upon the Merger, all outstanding capital stock of WAIS will be converted into Common Stock of AOL, in the manner and on the basis determined herein and as provided in the Agreement of Merger.

B. The Merger is intended to be treated as (i) a tax-free reorganization pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of the provisions of Section 368 (a)(2)(E) of the Code and (ii) a "pooling of interests" for accounting purposes.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. PLAN OF REORGANIZATION

1.1 The Merger. The Agreement of Merger will be filed with the Secretary of State of the State of California as soon as practicable after WAIS Shareholder approval is obtained as described in Section 4.4 hereof. The effective time of the Merger as specified in the Agreement of Merger (the "Effective Time") is expected to occur on May ___, 1995. Subject to the terms and conditions of this Agreement, Sub will be merged with and into WAIS in a statutory merger or consolidation pursuant to the Agreement of Merger and in accordance with applicable provisions of California law as follows:

1.1.1 Conversion of Shares. Unless there is an adjustment to the shares to be issued in the Merger pursuant to Section 1.1.4 below, each share of WAIS Common Stock ("WAIS Common Stock" or "WAIS Stock"), that is issued and outstanding immediately prior to the Effective Time and that does not dissent pursuant to Section 1.1.5 hereof, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into such number of fully paid and nonassessable shares of AOL Common Stock, \$0.01 par value per share ("AOL Common Stock") as shall be determined under the following formulas:

(a) Price Greater than \$37.50 per Share. If the AOL Closing Price (as hereinafter defined) is greater than or equal to \$37.50 per share immediately prior to the Effective Time, then the following formula shall apply:

$$AS = \frac{WS}{WS + WO} \times 340,000 \text{ shares}$$

(b) Price Less than \$37.50 per Share. If the AOL Closing Price is less than \$37.50 per share immediately prior to the Effective Time, then the following formula shall apply:

$$AS = \frac{WS}{WS + WO} \times 400,000 \text{ shares}$$

(c) Conversion Ratio. In each case, a number of shares of AOL Common Stock equal to the quotient of AS divided by WS (the "Conversion Ratio") will be issued for each outstanding share of WAIS Stock.

(d) Definitions. The following terms shall have the following meanings:

"AS": the total number of shares of AOL Common Stock to be issued as a result of the Merger.

"WS": the total number of shares of WAIS Common Stock outstanding immediately prior to the Effective Time.

"WO": the total number of shares of WAIS Common Stock issuable upon exercise of the options to purchase WAIS Common Stock set forth on Exhibit 1.1.1 (the "Current WAIS Options") that were outstanding and exercisable on March 31, 1995.

1.1.2 Assumption of Options. The Current WAIS Options that are outstanding (*whether or not exercisable*) immediately prior to the Effective Time will, by virtue of the Merger at the Effective Time and without further action on the part of any holder thereof, be assumed by AOL and converted into options to purchase that number of shares of AOL Common Stock ("AOL Options") as shall be determined by multiplying the number of shares of WAIS Stock issuable under such Current WAIS Options by the Conversion Ratio.

The exercise price per share of AOL Common Stock purchasable under each such AOL Option will be equal to the quotient of (i) the exercise price of the WAIS Option (per share of WAIS Common Stock) divided by (ii) the Conversion Ratio. Continuous employment with WAIS will be credited to an optionee for the purposes of determining an optionee's vesting commencement date for AOL Options after the Merger. The term, exercisability, vesting schedule and all other terms of the AOL Options (including their status as Incentive Stock Options under Section 422 of the Internal Revenue Code of 1986, as amended) will remain

otherwise the same as the corresponding Current WAIS Options from which they were converted. No vesting or exercisability of any Current WAIS Options will be accelerated solely as a result of the Merger. WAIS understands that any outstanding options to purchase WAIS Common Stock that are not Current WAIS Options will be canceled on the Closing Date.

1.1.3 AOL Closing Price. The "AOL Closing Price" shall be equal to the average of the closing prices per share of AOL Common Stock, as quoted on the Nasdaq National Market and as reported in the Wall Street Journal during the five trading days ending on the trading day preceding the Closing Date.

1.1.4 Adjustments for Capital Changes. If, prior to the Merger, AOL recapitalizes either through a split-up of its outstanding shares into a greater number, or through a combination of its outstanding shares into a lesser number, or reorganizes, reclassifies or otherwise changes its outstanding shares into the same or a different number of shares of other classes (other than through a split-up or combination of shares provided for in the previous clause), or declares a dividend on its outstanding shares payable in shares or securities convertible into shares, the number of shares of AOL Common Stock into which the shares of WAIS Stock are to be converted, and the number of shares of AOL Common Stock to be issued upon exercise of the AOL Options will be adjusted appropriately (as agreed to by AOL and WAIS if it involves something other than a mathematical adjustment) so as to maintain the proportional interests of the holders of WAIS Stock and Current WAIS Options in the outstanding AOL Common Stock. The formulas in Section 1.1.1 and 1.1.6 reflect a two-for-one stock split by AOL having a payment date of April 27, 1995.

1.1.5 Dissenting Shares. Holders of shares of WAIS Common Stock held by persons, if any, who have complied with all requirements for perfecting shareholders' rights of appraisal as set forth in Chapter 13 of the California General Corporation Law will be entitled to their rights under such Chapter with respect to such shares. (Any Dissenting Shares as to which such dissenters' rights are duly exercised are referred to hereinafter as "WAIS Dissenting Shares.") WAIS Stock as to which shareholders' rights of appraisal have not been perfected within 120 days after the Effective Date of the Merger will be converted into AOL Common Stock as required under Section 1.1.1 hereof.

1.1.6 Example. The following is an example of the determination of the exchange ratios for the WAIS Common Stock and Current WAIS Options based on WAIS's capitalization on the date hereof as set forth in Section 2.3 hereto and assuming an AOL Closing Price of \$37.50 or more per share of AOL Common Stock and Current WAIS Options for 1,908,000 shares of WAIS Stock, of which Current WAIS Options for 591,375 shares are exercisable as of March 31, 1995. Given such assumptions, all 7,525,000 shares of outstanding WAIS Common Stock shall be exchanged for 315,227 shares of AOL Common Stock (340,000 shares multiplied by 0.92714), outstanding WAIS Current Options for 1,908,000 shares shall be exchanged for AOL Options to purchase 79,927 shares of AOL Common Stock (1,908,000 shares multiplied by a Conversion Ratio equal to 0.0418906), of which AOL Options for 24,773 shares will be exercisable (i.e., vested) and 55,154 shares will not yet be exercisable (i.e., unvested). This example has been provided by WAIS for informational purposes and is not intended to modify in any way the foregoing provisions of this Section.

1.2 Fractional Shares. No fractional shares of AOL Common Stock will be issued in connection with the Merger. In lieu thereof, the holders of WAIS Stock who would otherwise be entitled to receive a fraction of a share of AOL Common Stock, after aggregating all shares of AOL Common Stock to be received by such holder, will receive from AOL, promptly after the Effective Time, an amount of cash equal to the AOL Closing Price multiplied by the fraction of a share of AOL Common Stock to which such holder would otherwise be entitled. Holders of Current WAIS Options that would otherwise be converted into an AOL Option to purchase a fraction of a share of AOL Common Stock, after aggregating all AOL Options to be received by such holder that have the same exercise price per share, will receive from AOL, promptly at the time of any exercise of such AOL Options, an amount of cash equal to (i) the AOL Closing Price multiplied by the fraction of a share of AOL Common Stock to which such holder would otherwise be entitled upon exercise of the AOL Options, less (ii) the exercise price per share of the AOL Option multiplied by the fraction of the share of AOL Common Stock.

1.3 Escrow Agreement. Pursuant to an Escrow Agreement to be entered into on or before the Closing (as defined in Section 6.1 below) in substantially the form of Exhibit 1.3 (the "Escrow Agreement"), among AOL, WAIS, the Escrow Agent and the Representative, AOL will withhold, pro rata, from the shares of AOL Common Stock that would otherwise be delivered to WAIS shareholders, 10% of the shares of AOL Common Stock issued in the Merger. AOL will deposit in escrow pursuant to the Escrow Agreement certificates representing the shares thus withheld. The shares of AOL Common Stock represented by the certificates deposited in escrow (the "Escrow Shares") will be held as collateral for the indemnification obligations of the WAIS shareholders under Section 10.2 below and pursuant to the Escrow Agreement.

1.4 Effects of the Merger. At the Effective Time: (a) the separate existence of Sub will cease, and Sub will be merged with and into WAIS, and WAIS will be the surviving corporation, pursuant to the terms of the Agreement of Merger, (b) the Articles of Incorporation of WAIS, as amended in the Agreement of Merger, will become the Articles of Incorporation of the surviving corporation, (c) each share of Sub Common Stock outstanding immediately prior to the Effective Time will, at the Effective Time, be converted into one share of Common Stock of the surviving corporation, (d) the Board of Directors and officers of Sub will become the Board of Directors and officers of the surviving corporation, and (e) the Merger will, from and after the Effective Time, have all of the effects provided by applicable law.

1.5 Further Assurances. The parties agree that if, at any time after the Effective Time, they or any of them consider or are advised that any further deeds, assignments or assurances are reasonably necessary or desirable to effectuate the Merger, at the request of AOL, they and any of their officers shall execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to effectuate the Merger and otherwise to carry out the purpose of this Agreement.

1.6 Securities Law Compliance. AOL will issue the shares of AOL Common Stock in the Merger pursuant to the "private placement" exemption from registration under Section 4(2) of, and Rule 506 of Regulation D promulgated under, the Securities Act of 1933, as amended (the "Securities Act"), and the shares received by WAIS shareholders in the Merger will therefore be restricted securities within the meaning of Rule 144 thereunder.

1.7 Tax Free Reorganization. The parties intend to adopt this Agreement as a tax-free plan of reorganization and to consummate the Merger in accordance with the provisions of Section 368(a)(1)(A) of the Code by virtue of the provisions of Section 368(a)(2)(E).

Accordingly, each of AOL, WAIS and Sub hereby represent that no action will be taken by such company or the management thereof, respectively, before or after the Merger that would prevent the Merger from qualifying as a tax-free reorganization under Section 368(a) of the Code. The AOL Common Stock issued in the Merger will be issued solely in exchange for the WAIS Stock, and the AOL Options issued in the Merger will be issued solely in exchange for the Current WAIS Options, each pursuant to this Agreement. No other transaction other than the Merger represents, provides for, or is intended to be, an adjustment to the consideration paid for the WAIS Common Stock and Current WAIS Options. AOL represents now, and as of the Closing Date, that except for cash paid in lieu of fractional shares or for WAIS Dissenting Shares, no consideration that could constitute "other property" within the meaning of Section 356 of the Code is being paid by AOL for the WAIS Stock in the Merger. In addition, AOL represents now, and as of the Closing Date, that it presently intends to continue Sub's and WAIS's historic business or use a significant portion of Sub's and WAIS's business assets in a business. AOL and Sub do not have a present intent following the Merger to cause WAIS to issue additional shares of its stock that would result in AOL losing control of WAIS within the meaning of Section 368(c) of the Code. AOL has no current plan or intention to liquidate WAIS, to merge WAIS with and into another corporation, to sell or otherwise dispose of the stock of WAIS, or to cause WAIS to sell or otherwise dispose of any of the assets of WAIS. At the Closing, officers of each of AOL, Sub and WAIS shall execute and deliver officers' certificates in the forms of Exhibits 1.7A and B. The provisions and representations contained or referred to in this Section 1.7 and Exhibits 1.7A and 1.7B shall survive until the Final Release Date (as defined in the Escrow Agreement) of the Escrow Agreement.

1.8 Pooling of Interests. The parties intend that the Merger be treated as a "pooling of interests" for accounting purposes. WAIS and AOL shall use best efforts to obtain and deliver Affiliates Agreements in the forms of Exhibits 4.14 and 5.1.4, respectively, promptly following the execution of this Agreement from their respective affiliates.

2. REPRESENTATIONS AND WARRANTIES OF WAIS AND BREWSTER KAHLE

Subject to the limitations contained in Section 10 below, WAIS and Brewster Kahle each jointly and severally hereby represent and warrant that, except as set forth on the corresponding section of the WAIS Schedule of Exceptions delivered to AOL and Sub simultaneously herewith (the "WAIS Schedules"), and, provided, however, that all references to the "knowledge" of WAIS shall be deemed to refer to the knowledge of Mr. Kahle:

2.1 Organization and Good Standing. WAIS is a corporation duly organized, validly existing and in good standing under the laws of the state of California, has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted, and is qualified as a foreign corporation in the jurisdictions listed in Section 2.1 of the WAIS Schedules. WAIS is qualified to transact business in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

"Material Adverse Effect" means a material adverse effect on the business, operations, financial condition or prospects of WAIS.

2.2 Power, Authorization and Validity.

2.2.1 WAIS has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, the Agreement of Merger, the Escrow Agreement, the WAIS Affiliates Agreement and the Assignment of Copyright and Other Intellectual Property Rights (the "WAIS Ancillary Agreements"). Except for any approval required by the shareholders of WAIS, the execution, delivery and performance of this Agreement and the WAIS Ancillary Agreements have been duly and validly approved and authorized by the Board of Directors of WAIS and WAIS will use its best efforts to have it duly and validly approved by the shareholders of WAIS prior to the Effective Time.

2.2.2 No governmental filing, authorization or approval is necessary to enable WAIS to enter into, and to perform its obligations under, this Agreement and the WAIS Ancillary Agreements, except for (a) the filing of the Agreement of Merger with the Secretary of State of the State of California and the filing of appropriate documents with the relevant authorities of other states in which WAIS is qualified to do business, if any, and (b) such filings as may be required to comply with federal and state securities laws. No third party consents are necessary to enable WAIS to enter into, and to perform its obligations under, this Agreement and the WAIS Ancillary Agreements, except for (x) the approval of this Agreement and the Agreement of Merger by the shareholders of WAIS, and (y) consents required under contracts disclosed in the WAIS Schedules as exceptions to the representation made in the last sentence of Section 2.5 hereof.

2.2.3 Assuming the due authorization, execution and delivery by the other parties to this Agreement and the WAIS Ancillary Agreements, this Agreement and the WAIS Ancillary Agreements are, or when executed by WAIS will be, valid and binding obligations of WAIS enforceable in accordance with their respective terms, except as to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally, (b) rules of law governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforcement is sought in a proceeding at law or in equity), and (c) the enforceability of provisions requiring indemnification in connection with the offering, issuance or sale of securities; provided, however, that the Agreement of Merger, the Escrow Agreement, Noncompetition Agreements with Brewster Kahle, Bruce Gilliat and Harry Morris and the WAIS Ancillary Agreements (other than the WAIS Affiliates Agreement executed pursuant to Section 4.14 hereof) will not be effective until the Effective Time.

2.3 Capitalization. The authorized capital stock of WAIS consists of 15,000,000 shares of Common Stock, of which 7,525,000 shares are issued and outstanding. All issued and outstanding shares of WAIS Common Stock have been duly authorized and validly issued, are fully paid and nonassessable, are not subject to any right of rescission, and have been offered, issued, sold and delivered in compliance with all registration or qualification requirements (or applicable exemptions therefrom) of applicable federal and state securities laws. WAIS has reserved 2,250,000 shares of its Common Stock for issuance to employees, officers and directors

of WAIS pursuant to its 1994 Stock Plan. There are outstanding options to purchase a total of 1,908,000 shares of WAIS's Common Stock, of which 591,375 shares of WAIS Common Stock are issuable pursuant to options that will be vested on or prior to March 31, 1995. Section 2.3 to the WAIS Schedules sets forth a true and correct list of all holders of WAIS Common Stock and options for WAIS Common Stock and the number of such shares and options held by each holder. Except as set forth in Section 2.3 to the WAIS Schedules, there are no options, warrants, conversion privileges or preemptive or other rights or agreements outstanding to purchase or otherwise acquire any of WAIS's authorized but unissued capital stock, and there is no liability for dividends accrued but unpaid. Except as set forth in Section 2.3 to the WAIS Schedules, there are no voting agreements, rights of first refusal or other restrictions (other than normal restrictions on transfer under applicable federal and state securities laws) applicable to any of WAIS's outstanding securities.

2.4 Subsidiaries. WAIS does not have any subsidiaries or any equity interest, direct or indirect, in any corporation, partnership, joint venture or other business entity.

2.5 No Violation of Existing Agreements. Neither the execution nor delivery of this Agreement nor any of the WAIS Ancillary Agreements, nor the consummation of the transactions contemplated hereby or thereby, will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach, impairment or violation of, or cause an acceleration or amendment of any obligation under, (a) any provision of the Articles of Incorporation or Bylaws of WAIS, as currently in effect, (b) in any material respect, any instrument or contract to which WAIS is a party or by which WAIS or its assets are bound, or (c) any federal, state, local or foreign judgment, writ, decree, order, statute, or regulation applicable to WAIS. Except as set forth in Section 2.5 to the WAIS Schedules, the consummation of the Merger in and of itself will not require the consent of any third party and will not have a material adverse effect upon any rights, licenses, franchises, leases or agreements of WAIS pursuant to the terms of those agreements.

2.6 Litigation. There is no action, proceeding, claim or investigation pending against WAIS before any federal, state, municipal, foreign or other court or administrative agency, department, board or instrumentality, and, to the best of the knowledge of WAIS, no such action, proceeding, claim or investigation has been threatened. There is no substantial basis for any shareholder or former shareholder of WAIS, or any other person, firm, corporation or entity, to assert a claim against WAIS, Sub or AOL based upon: (a) ownership or rights to ownership of any securities of WAIS Stock, (b) any rights as or to become a holder of securities of WAIS, including any option or preemptive rights or rights to notice or to vote, or (c) any rights under any agreement between WAIS and any of its shareholders or former shareholders or option holders or former option holders in their capacity as such.

2.7 WAIS Financial Statements. WAIS has delivered to AOL as Section 2.7 to the WAIS Schedules WAIS's unaudited balance sheet as of March 31, 1995 (the "Balance Sheet Date"), its unaudited income statement for the month ended March 31, 1995, and its unaudited balance sheets and unaudited income statements for the three months ended December 31, 1994; September 30, 1994; June 30, 1994; March 31, 1994; December 31, 1993; September 30, 1993; June 30, 1993; March 31, 1993 and September 30, 1992 (collectively, the "WAIS Financial

Statements"). The WAIS Financial Statements (a) are in accordance with the books and records of WAIS, (b) fairly present the financial condition of WAIS at the respective dates therein indicated and the results of operations for the respective periods therein specified, and (c) have been prepared in accordance with generally accepted accounting principles applied on a consistent basis. As of the Balance Sheet Date, WAIS had no material debt, liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, and whether due or to become due, that was not reflected, reserved against or disclosed in the WAIS Financial Statements, except for those that are not required to be reported in accordance with generally accepted accounting principles.

2.8 Taxes. All federal, state, local and foreign tax and information returns of WAIS due prior to the Effective Time (after giving effect to any extensions of such due date) have been or will be filed when due (including any extensions of such due date), and all amounts shown as due thereon on or before the Effective Time of the Merger have been or will be paid on or before such due date. Complete duplicate copies of all such tax and information returns have been provided or made available by WAIS to AOL. WAIS is not delinquent in the filing of any tax returns, and no deficiencies for any tax have been threatened, claimed, proposed or assessed which have not been settled or paid. No tax return of WAIS has ever been audited by the Internal Revenue Service. No tax return of WAIS is currently under examination by any taxing authority nor is WAIS on notice that any such examination is threatened or forthcoming. The March 31, 1995 unaudited balance sheet (the "WAIS 1995 Balance Sheet") that comprises a part of the WAIS Financial Statements (i) fully accrues all actual and contingent liabilities for Taxes with respect to all periods through March 31, 1995 and WAIS will not incur any Tax liability in excess of the amount reflected on the WAIS 1995 Balance Sheet with respect to such periods, and (ii) properly accrues in accordance with GAAP all liabilities for Taxes payable after March 31, 1995 with respect to all transactions and events occurring on or prior to such date. For the purposes of this Section, the terms "tax" and "taxes" include all federal, state, local and foreign income, gains, franchise, excise, property, sales, use, employment, license, payroll, occupation, recording, value added or transfer taxes, governmental charges, fees, levies or assessments (whether payable directly or by withholding), and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax. For the purposes of this Section, an accrual or reserve for taxes will not be deemed to cover penalties for tax filing deficiencies unless the portion of such accrual or reserve attributable to interest or penalties is expressly identified as such.

2.9 Title to Properties. WAIS has good and marketable title to all of its assets as shown on the balance sheet as of the Balance Sheet Date included in the WAIS Financial Statements, free and clear of all liens, charges or encumbrances, other than for taxes not yet due and payable or as otherwise listed on Section 2.9 to the WAIS Schedules. The machinery and equipment included in such properties are in all material respects in good condition and repair, normal wear and tear excepted, and all leases of real or material personal property to which WAIS is a party are fully effective and afford WAIS peaceful and undisturbed possession of the subject matter of the lease. WAIS is not in violation of any zoning, building, safety or environmental ordinance, regulation or requirement or other law or regulation applicable to the operation of owned or leased properties (the violation of which would have a Material Adverse

Effect), and WAIS has not received any notice of such violation with which it has not complied or had waived.

2.10 Absence of Certain Changes. Except as contemplated by this transaction or as set forth in Section 2.10 to the WAIS Schedules, since the Balance Sheet Date there has not been with respect to WAIS:

- (a) any change in the financial condition, properties, assets, liabilities, business or operations of WAIS which change by itself or in conjunction with all other such changes, whether or not arising in the ordinary course of business, has had, or will have, a Material Adverse Effect on WAIS;
- (b) any contingent liability incurred by WAIS as guarantor or surety with respect to the obligations of others, which contingent liability is in excess of \$10,000, individually, or \$25,000 in the aggregate;
- (c) any mortgage, encumbrance or lien placed on any of the properties of WAIS other than in the ordinary course of business (provided that such mortgage, encumbrance or lien in the ordinary course is not in excess of \$10,000, individually, or \$25,000 in the aggregate);
- (d) any purchase or sale or other disposition, or any agreement or other arrangement for the purchase, sale or other disposition, of any of the properties or assets of WAIS other than in the ordinary course of business or in amounts less than \$50,000 in the aggregate;
- (e) any damage, destruction or loss, whether or not covered by insurance, which has a Material Adverse Effect;
- (f) any declaration, setting aside or payment of any dividend on, or the making of any other distribution in respect of, the capital stock of WAIS, any split, combination or recapitalization of the capital stock of WAIS or any direct or indirect redemption, purchase or other acquisition of the capital stock of WAIS (other than the issuance of shares of WAIS Common Stock upon exercise of Current WAIS Options);
- (g) any labor dispute or claim of unfair labor practices which has a Material Adverse Effect, any change in the compensation payable or to become payable to any of WAIS's officers, employees or agents earning compensation at an anticipated annual rate in excess of \$60,000, or any bonus payment or arrangement made to or with any of such officers, employees or agents; or any change in the compensation payable or to become payable to any of WAIS's other officers, employees or agents other than normal annual raises in accordance with past practice and disclosed to AOL in writing or any bonus payment or arrangement made to or with any of such officers, employees or agents other than normal bonuses or arrangements made in accordance with past practices and disclosed to AOL in writing;
- (h) any payment or discharge of a material lien or liability thereof, which lien or liability was not either (i) shown on the balance sheet as the Balance Sheet Date included in

the WAIS Financial Statements; (ii) discharged in accordance with the terms of any contractual obligations existing on the date hereof and disclosed to AOL on the WAIS Schedules; or (iii) incurred in the ordinary course of business after the Balance Sheet Date; or

(i) any obligation or material liability incurred by WAIS to any of its officers, directors or shareholders, or any loans or advances made to any of its officers, directors or shareholders except normal compensation, commissions, bonuses and expense allowances payable to officers consistent with past practice or consistent with WAIS contractual obligations elsewhere described in the WAIS Schedules.

Since February 28, 1995, WAIS has not represented under any Government Contract (as defined in Section 2.22 hereof) that it will deliver WAIS products with restricted rights and, since such date, has submitted no invoice or other claim for payment for WAIS products in connection with any Government Contract.

2.11 Agreements and Commitments. Except as set forth in Section 2.11 to the WAIS Schedules or as listed in Section 2.12, Section 2.15.3 or Section 2.15.6, respectively, to the WAIS Schedules, as required by Section 2.12, Section 2.15.3 or Section 2.15.6, as the case may be, WAIS is not a party or subject to any oral or written executory agreement, obligation or commitment which is described below:

(a) (i) Contract, commitment, letter contract or purchase order providing for payments by WAIS in an amount of (1) \$35,000 or more in the ordinary course of business to any one vendor; or (2) \$20,000 or more not in the ordinary course of business to any one vendor; or (ii) quotation, bid or proposal providing for payments by WAIS in an amount of (1) \$35,000 or more in the ordinary course of business to any one vendor; or (2) \$20,000 or more not in the ordinary course of business;

(b) License agreement as licensor or licensee (except in cases where WAIS is a licensor or a licensee for standard (except for immaterial deviations) non-exclusive software licenses granted to end-user customers in the ordinary course of business, the forms of which have been provided or made available to AOL), but in all events including site licenses for products and each agreement that provides for either the delivery of source code to the licensee or escrow of such source code for the benefit of such licensee;

(c) Agreement by WAIS to encumber, transfer or sell rights in or with respect to any WAIS Intellectual Property (as defined in Section 2.12 hereof) (except in cases where WAIS is a licensor for standard (except for immaterial deviations) non-exclusive software licenses granted to end-user customers in the ordinary course of business, the forms of which have been provided or made available to AOL's counsel);

(d) Agreement for the sale or lease of real or tangible personal property involving more than \$25,000 per year;

(e) Written dealer, distributor, sales representative, original equipment manufacturer, value added remarketer or other agreement for the ongoing distribution of WAIS's products;

- (f) Franchise agreement or financing statement;
- (g) Stock redemption or purchase agreement;
- (h) Joint venture contract or arrangement or any other agreement that involves a sharing of profits with other persons;
- (i) Instrument evidencing indebtedness for borrowed money in an amount exceeding \$10,000 by way of direct loan, sale of debt securities, purchase money obligation, conditional sale, lease, guarantee or otherwise; or
- (j) Contract containing covenants purporting to limit WAIS's freedom to compete in any line of business in any geographic area or in any functional area.

All agreements, obligations and commitments listed in Section 2.11, Section 2.12, Section 2.15.3 or Section 2.15.6 to the WAIS Schedules are valid and in full force and effect in all material respects and a true and complete copy of each such executed agreement, obligation or commitment has been delivered to AOL. Neither WAIS, nor, to the knowledge of WAIS, any other party is in breach or default in any material respect under the terms of any such agreement, obligation or commitment. WAIS has no material liability for renegotiation of government contracts or subcontracts, if any.

2.12 Intellectual Property. WAIS owns all right, title or interest in or has the right to use and transfer to AOL such patents; patent applications; trademarks; service marks; trade names; copyrights; registrations and applications for registration of trademark, service mark, tradename and copyright rights; trade secrets; know-how; technology and other intellectual property and proprietary rights ("Intellectual Property Rights") in development by WAIS or reasonably necessary to the conduct of its business as presently conducted and as proposed to be conducted as of the date hereof ("WAIS Intellectual Property"). WAIS has taken necessary measures to protect all WAIS Intellectual Property, and there is no infringement of such WAIS Intellectual Property by any third party. Set forth in Section 2.12 to the WAIS Schedules delivered to AOL herewith is a true and complete list of all copyright and trademark registrations and applications therefor and all patents and patent applications for WAIS Intellectual owned by WAIS, and there is no cancellation, termination or expiration of any such registration or patent that is reasonably foreseeable. Copies of all forms of non-disclosure or confidentiality agreements utilized to protect the WAIS Intellectual Property have been provided to AOL. The business of WAIS as presently conducted by WAIS as of the date hereof with product produced prior to the Effective Time (but including announced but not yet released software products) does not and will not cause WAIS to infringe or violate any of the Intellectual Property Rights of any other person. WAIS has not received any claim or notice of infringement or potential infringement of the Intellectual Property Rights of any other person. WAIS has the right to produce all of its products and provide all of its services and the right to use all of its registered user lists, and is not using any Intellectual Property Rights of any former employer of any past or present employees.

2.13 Compliance with Laws. WAIS has complied, or prior to the Closing Date will have complied, and is or will be at the Closing Date in full compliance, in all material respects,

with all applicable laws, ordinances, and regulations and all orders, writs, injunctions, awards, judgments and decrees, applicable to WAIS or to its assets, properties and business (the violation of which or failure to comply with would have a Material Adverse Effect), including, without limitation: (a) all applicable federal and state securities laws and regulations, (b) all applicable federal, state and local laws, ordinances and regulations, and all orders, writs, injunctions, awards, judgments and decrees, pertaining to (i) the sale, licensing, leasing, ownership or management of WAIS's owned, leased or licensed real or personal property, products and technical data, (ii) employment and employment practices, terms and conditions of employment, and wages and hours, and (iii) safety, health, fire prevention, environmental protection (including toxic waste disposal and related matters described in Section 2.21 hereof), building standards, zoning and other similar matters, (c) the Export Administration Act and regulations promulgated thereunder and all other laws, regulations, orders, writs, injunctions, judgments and decrees applicable to the export or re-export of controlled commodities or technical data controlled under the Export Administration Act and (d) the Immigration Reform and Control Act. WAIS has received all material permits and approvals from, and has made all material filings with, third parties, including government agencies and authorities, that are necessary in connection with its and their present business.

2.14 Certain Transactions and Agreements. To WAIS's knowledge, none of the officers or directors of WAIS, nor any member of any officer's or director's immediate family, has any direct or indirect ownership interest in any firm or corporation that competes with WAIS (except with respect to any interest in less than one percent of the stock of any corporation whose stock is publicly traded). To WAIS's knowledge, none of said officers or directors, or any member of any officer's or director's immediate family, is or has been directly or indirectly interested in any material contract or informal arrangement with WAIS within the last three years, except for compensation for services as an officer, director, consultant or employee of WAIS. To WAIS's knowledge, none of such officers or directors or immediate family members has any interest in any property, real or personal, tangible or intangible, including but not limited to WAIS Intellectual Property, used in the business of WAIS, except for the normal rights of a shareholder.

2.15 Employees.

2.15.1 WAIS has no employment contracts or material consulting agreement currently in effect that is not terminable at will (other than agreements with the sole purpose of providing for the confidentiality of proprietary information or assignment of inventions). All officers, employees and consultants of WAIS having access to proprietary information of WAIS have executed and delivered to WAIS an agreement regarding the protection of such proprietary information and the assignment of inventions to WAIS; copies of the forms of all such agreements have been delivered to AOL.

2.15.2 WAIS: (i) has never been and is not now subject to a union organizing effort, (ii) is not subject to any collective bargaining agreement with respect to any of its employees, (iii) is not subject to any other contract, written or oral, with any trade or labor union, employees' association or similar organization, and (iv) has no material current labor dispute.

2.15.3 Section 2.15.3 to the WAIS Schedules contains a list of all pension, retirement, disability, medical, dental or other health plans, life insurance or other death benefit plans, profit sharing, deferred compensation agreements, stock, option, bonus or other incentive plans, vacation, sick, holiday or other paid leave plans, severance plans or other similar employee benefit plans maintained by WAIS (the "Employee Plans"), including, without limitation, all "employee benefit plans" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Each of the Employee Plans, and its operation and administration, is in all material respects, in compliance with all applicable federal, state, local and other governmental laws and ordinances, orders, rules and regulations, including the requirements of ERISA and the Code. All such Employee Plans that are "employee pension benefit plans" (as defined in Section 3(2) of ERISA) have received favorable determination letters that such plans satisfy the qualification requirements of the Tax Equity and Fiscal Responsibility Act of 1982, the Deficit Reduction Act of 1984 and the Retirement Equity Act of 1984. In addition, WAIS has never been a participant in any "prohibited transaction," within the meaning of Section 406 of ERISA, with respect to any employee pension benefit plan (as defined in Section 3(2) of ERISA) which WAIS sponsors as employer or in which WAIS participates as an employer, which was not otherwise exempt pursuant to Section 408 of ERISA (including any individual exemption granted under Section 408(a) of ERISA), or which could result in an excise tax under the Code. The group health plans, as defined in Section 4980B(g) of the Code, that benefit employees of WAIS are in compliance with the continuation coverage requirements of subsection 4980B of the Code. There are no outstanding violations of Section 4980B of the Code with respect to any Employee Plan, covered employees or qualified beneficiaries.

2.15.4 To the knowledge of WAIS's management, no employee of WAIS is in material violation of (a) any term of any employment contract, patent disclosure agreement or noncompetition agreement or (b) any other contract or agreement, or any restrictive covenant, relating to the right of any such employee to be employed by WAIS or such Subsidiary or to use trade secrets or proprietary information of others. To its knowledge after due inquiry, the mere fact of employment of any employee of WAIS does not subject WAIS to any liability to any third party.

2.15.5 WAIS is not a party to any (a) agreement with any executive officer or other key employee of WAIS (i) the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving WAIS in the nature of any of the transactions contemplated by this Agreement and the Agreement of Merger, (ii) providing any term of employment or compensation guarantee or (iii) providing severance benefits or other benefits or payments after the termination of employment of such employee regardless of the reason for such termination of employment, or (b) agreement or plan, including, without limitation, any stock option plan, stock appreciation rights plan or stock purchase plan, any of the benefits of which will be materially increased, or the vesting of benefits of which will be materially accelerated, by the occurrence of any of the transactions contemplated by this Agreement and the Agreement of Merger, or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement and the Agreement of Merger. WAIS is not obligated to make any excess parachute payment, as defined in Section 280G(b)(1) of the Code, nor will any excess parachute payment be deemed to have occurred as a result of or arising out of the Merger.

2.15.6 A list of all current employees, officers and consultants of WAIS and their current compensation, bonus plans, commission plans, vacation rights and severance rights is set forth on Section 2.15.6 to the WAIS Schedules. WAIS is current in paying all amounts owing to such parties shown in such Section.

2.15.7 All contributions due from WAIS with respect to any of the Employee Plans have been made or accrued on WAIS's financial statements, and no further contributions will be due or will have accrued thereunder as of the Closing Date.

2.16 Corporate Documents. WAIS has made available to AOL for examination all material documents and information listed in the WAIS Schedule of Exceptions or other Schedules called for by this Agreement which have been requested by AOL's legal counsel, including, without limitation, the following: (a) copies of WAIS's Articles of Incorporation and Bylaws as currently in effect; (b) WAIS's Minute Books containing all records of all proceedings, consents, actions and meetings of WAIS's board of directors and shareholders since inception; (c) WAIS's authoritative records reflecting all stock issuances and transfers; (d) all permits, orders and consents issued by any regulatory agency with respect to WAIS, or any securities of WAIS, and all applications for such permits, orders and consents and (e) copies or forms of all stock purchase agreements, warrants, option plans, grants and exercise agreements and, where forms of agreements are provided rather than copies of the signed documents, an accurate list showing the names of the security holder, numbers of shares, exercise or purchase prices, grant dates, vesting dates, exercise dates, expiration dates and all other relevant data necessary for AOL to issue the AOL Common Stock and AOL Options.

2.17 No Brokers. WAIS is not obligated for the payment of fees or expenses of any investment banker, broker or finder in connection with the origin, negotiation or execution of this Agreement or the Agreement of Merger or in connection with any transaction contemplated hereby or thereby.

2.18 Disclosure. Neither this Agreement, its Schedules and exhibits, nor any of the certificates or documents to be delivered by WAIS to AOL under this Agreement, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which such statements were made, not misleading.

2.19 Books and Records.

2.19.1 The financial books, records and accounts of WAIS (a) have been maintained in accordance with good business practices on a basis consistent with prior years, (b) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of WAIS and (c) accurately and fairly reflect the basis for the WAIS Financial Statements.

2.19.2 WAIS has devised and maintains a system of internal accounting controls sufficient to provide reasonable assurances that (a) transactions are executed in accordance with management's general or specific authorization; and (b) transactions are recorded as necessary (i) to permit preparation of financial statements in conformity with generally accepted accounting

principles or any other criteria applicable to such statements and (ii) to maintain accountability for assets.

2.20 Insurance. WAIS maintains and at all times during the prior three years has maintained fire and casualty, general liability, business interruption, product liability and sprinkler and water damage insurance as listed on Section 2.20 to the WAIS Schedules and has paid the annual premiums and made the amounts of annual claims under each such policy over the last three years as is indicated on Section 2.20 to the WAIS Schedules.

2.21 Environmental Matters. Except as set forth in the WAIS Schedules, to the best knowledge of WAIS:

2.21.1 During the period that WAIS has leased its real properties, there have been no disposals or releases of Hazardous Materials (as defined below) from, or any presence of such Hazardous Materials on, such properties in excess of government required reporting limits which would have a Material Adverse Effect. WAIS has no knowledge of any presence, generation, manufacturing, disposals, releases or threatened releases of Hazardous Materials on or from any of such properties, which may have occurred prior to WAIS having taken possession of any of such properties, which would have a Material Adverse Effect. For purposes of this Agreement, the terms "disposal," "release," and "threatened release" shall have the definitions assigned thereto by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended ("CERCLA"). For the purposes of this Section 2.21, "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is or becomes prior to the Closing Date regulated under, or defined as a "hazardous substance," "pollutant," "contaminant," "toxic chemical," "hazardous material," "toxic substance" or "hazardous chemical" under (i) CERCLA; (ii) the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 et seq.; (iii) the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; (iv) the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.; (v) the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; (vi) regulations promulgated under any of the above statutes; or (vii) any applicable state or local statute, ordinance or regulation that has a scope or purpose similar to those identified above.

2.21.2 During the time that WAIS has owned or leased its real properties, there has been no litigation, proceeding or administrative action brought or threatened in writing against WAIS, or any settlement reached by WAIS with any party or parties alleging the presence, disposal, release or threatened release of any Hazardous Materials on, from or under any of such properties.

2.21.3 During the period that WAIS has leased its properties, no Hazardous Materials have been transported from such properties to any site or facility now listed or proposed for listing on the National Priorities List, at 40 C.F.R. Part 300, or any list with a similar scope or purpose published by any state authority.

2.22 Federal and State Government Contracts.

2.22.1 Definitions. The following capitalized terms, when used in this Section 2.22 shall have the respective meanings set forth below:

- (a) "Affiliate" means, with respect to a specified person, any subsidiary, joint venture or partnership controlled by the specified person (and any predecessor that was under the control of the specified person that remains subject to possible government audit).
- (b) "Bid" means any bid, proposal or quotation made by WAIS, or by a contractor team or joint venture in which WAIS is participating, that, if accepted, would lead to a Government Prime Contract or a Government Subcontract.
- (c) "Government Contract" means any Government Prime Contract, Government Subcontract, Bid or Team Agreement.
- (d) "Government Prime Contract" means any prime contract, basic ordering agreement, letter contract, purchase order, delivery order, change order, arrangement or other commitment of any kind, on which final payment either has not been made, or was made within the past three years, between WAIS and either the U.S. Government or a State Government.
- (e) "Government Subcontract" means any subcontract, basic ordering agreement, letter subcontract, purchase order, delivery order, change order, arrangement or other commitment of any kind, on which final payment has not been made, between WAIS and any prime contractor to either the U.S. Government or a State Government or any subcontractor with respect to a Government Prime Contract.
- (f) "State Government" means any state, territory or possession of the United States or any department or agency of any of the above with statewide jurisdiction and responsibility.
- (g) "Team Agreement" has the same meaning as the term, "Contractor team arrangement," as defined in Federal Acquisition Regulation ("FAR") 9.601.
- (h) "U.S. Government" means the United States Government or any department, agency or instrumentality thereof.

2.22.2 Status of Government Contracts. A list of each and every Government Contract to which WAIS is a party is set forth in Section 2.22 to the WAIS Schedules. Except as set forth on Section 2.22 to the WAIS Schedules:

- (a) WAIS has fully complied with all material terms and conditions of such Government Contracts, including all clauses, provisions and requirements incorporated expressly by reference or by operation of law therein;
- (b) WAIS has complied in all material respects with all requirements of statute, rule, regulation, executive order or other agreement pertaining to such Government Contracts;

(c) All representations and certifications executed, acknowledged or set forth in or pertaining to such Government Contracts were current, accurate and complete as of their effective date, and WAIS has complied in all material respects with all such representations and certifications;

(d) Neither the U.S. Government, any State Government nor any prime contractor, subcontractor or other person has notified WAIS in writing that WAIS has breached or violated any statute, rule, regulation, certification, representation, clause, provision or requirement;

(e) The pricing, cost accounting, estimating, property and resource planning and procurement systems relating to the Government Contracts have been properly disclosed to the U.S. Government and such disclosures are in material compliance with applicable federal procurement law and regulations, including the FAR cost principles (FAR Part 31) and Cost Accounting Standards (48 C.F.R. Ch. 99);

(f) Neither WAIS nor any of its directors, officers or employees is (or has been at any time during the past five years) suspended or debarred from doing business with the U.S. Government or any State Government, or has been declared nonresponsible or ineligible for U.S. Government or State Government contracts. Except as set forth on Section 2.22 to the WAIS Schedules, WAIS knows of no circumstance that would warrant the institution of suspension or debarment proceedings against WAIS, criminal or civil fraud or other criminal or civil proceedings against any of the officers, directors or employees of WAIS, or a determination of nonresponsibility or ineligibility of WAIS in the future;

(g) No termination for convenience, termination for default, cure notice or show cause notice has been issued;

(h) No cost incurred or other invoiced charge by WAIS has been questioned or disallowed in writing;

(i) No money due to WAIS has been withheld or set off or subject to attempts to withhold or setoff;

(j) WAIS and its respective employees hold such security clearances as are required to perform Government Contracts of the type performed prior to the date hereof by WAIS. There are no facts or circumstances that could reasonably be expected to result in the suspension or termination of such clearances, or that could reasonably be expected to render WAIS ineligible for such security clearances in the future. All security measures required by Government Contracts or applicable laws have been complied with in all respects; and

(k) All computer software and technical data developed by WAIS and delivered to a State Government or to the U.S. Government under a Government

Contract, were developed exclusively at private expense, as that term is defined by FAR Subpart 27.4, Department of Defense FAR Supplement (DFARS) Subpart 227.4, or other applicable law or regulation, and WAIS has complied with all contractual and statutory requirements including, without limitation, pre-and post- award notification, collateral license agreements, and restrictive markings, to assure that such software or technical data will be or has been delivered with restricted rights (software) or limited rights (technical data).

2.22.3 Investigations and Audits. Except as set forth in Section 2.22 to the WAIS Schedules:

- (a) Neither WAIS nor any of the directors, officers or employees or, to the knowledge of WAIS, any agents or consultants of WAIS is or has been, during any of the last five (5) years, under administrative, civil or criminal investigation, indictment or information, audit or internal investigation with respect to any alleged irregularity, misstatement or omission arising under or relating to any Government Contract;
- (b) WAIS has not made a voluntary disclosure to the U.S. Government or any State Government with respect to any alleged irregularity, misstatement or omission arising under or relating to a Government Contract;
- (c) WAIS has no knowledge of any irregularity, misstatement or omission arising under or relating to any Government Contract that has led or could reasonably be expected to lead, either before or after the Closing Date, to any of the consequences set forth in (a)-(b) above, or to any other damage, penalty assessment, recoupment of payment, or disallowance of cost; and
- (d) WAIS has received no audit reports of noncompliances in respect of any Government Contract.

2.22.4 Financing Arrangements and Claims. Except as set forth on Section 2.22 to the WAIS Schedules, there exist(s):

- (a) no accounts receivable financing arrangements with respect to any Government Contract of WAIS;
- (b) no written notice of any outstanding claims against WAIS, either by the U.S. Government, any State Government, or by any prime contractor, subcontractor, vendor or other third party, arising under or relating to any Government Contract;
- (c) no facts that are known by WAIS upon which such a claim may reasonably be based in the future;
- (d) no disputes between WAIS and the U.S. Government, any State Government or any prime contractor, subcontractor or vendor arising under or relating to any Government Contract; and

(e) no facts that are known by WAIS over which such a dispute may reasonably be expected to arise in the future.

2.22.5 Claims Against the Government. WAIS has no interest in any pending or planned claim against the U.S. Government, any State Government or any prime contractor, subcontractor or vendor arising under or relating to any Government Contract.

2.23 WAIS Products and Services.

2.23.1 Section 2.23 to the WAIS Schedules contains a complete list of all software license and/or sale agreements (other than purchase orders) and all production and software development and service agreements with respect to products under development and services on projects currently being performed by WAIS for third parties with a scheduled delivery or completion date on or prior to December 31, 1996 ("Projects").

2.32.2 Section 2.23 to the WAIS Schedules sets forth ongoing production services Projects for which (i) collected revenue exceeds One Hundred Thousand Dollars (\$100,000) and (ii) WAIS has incurred direct costs in excess of two (2) times collected revenue.

2.24 Development Tools. Section 2.24 to the WAIS Schedules contains a complete list of all software development tools used or intended to be used by WAIS, except for any such tools that are generally available and are used in their generally available form (such as commercially available compilers and freeware) (the "Development Tools"). Section 2.24 to the WAIS Schedules also sets forth, for each Development Tool: (a) for any Development Tool not entirely developed internally by WAIS employees, the identity of the independent contractors and consultants involved in such development and a list of the agreements with such independent contractors and consultants; (b) a list of any third parties with any rights to receive royalties or other payments with respect to such Development Tool, and a schedule of all such royalties payable; (c) a list of any restrictions on WAIS's unrestricted right to use and distribute such Development Tool; and (d) a list of all agreements with third parties for the use by such third party of such Development Tool. WAIS has sufficient right, title and interest in and to the Development Tools for the conduct of its business as currently conducted and as proposed to be conducted.

3. REPRESENTATIONS AND WARRANTIES OF AOL AND SUB

AOL and Sub hereby jointly and severally represent and warrant to WAIS and to the shareholders of WAIS, that, except as set forth on the AOL Schedule of Exceptions delivered to WAIS simultaneously herewith:

3.1 Organization and Good Standing. AOL and Sub are corporations duly organized, validly existing and in good standing under the laws of the States of Delaware and California, respectively, and each has the corporate power and authority to own, operate and lease its properties and to carry on its business as now conducted and as proposed to be conducted.

3.2 Power, Authorization and Validity.

3.2.1 AOL and Sub each has the corporate right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and all agreements to which AOL or Sub is or will be a party that are required to be executed pursuant to this Agreement (the "AOL Ancillary Agreements"). The execution, delivery and performance of this Agreement and the AOL Ancillary Agreements have been duly and validly approved and authorized by AOL's Board of Directors, by AOL as the sole shareholder of Sub and by Sub's Board of Directors.

3.2.2 No filing, authorization or approval, governmental or otherwise, is necessary to enable AOL or Sub to enter into, and to perform its obligations under, this Agreement and the AOL Ancillary Agreements, except for (a) the filing of the Agreement of Merger with the California Secretary of State, and the filing of appropriate documents with the relevant authorities of other states in which Sub is qualified to do business, if any and (b) such filings as may be required to comply with federal and state securities laws.

3.2.3 Assuming the due authorization, execution and delivery by the other parties to this Agreement and the AOL Ancillary Agreements, this Agreement and the AOL Ancillary Agreements are, or when executed by AOL and Sub will be, valid and binding obligations of AOL and Sub, enforceable in accordance with their respective terms, except as to the effect, if any, of (a) applicable bankruptcy and other similar laws affecting the rights of creditors generally, (b) rules of law governing specific performance, injunctive relief and other equitable remedies, and (c) the enforceability of provisions requiring indemnification in connection with the offering, issuance or sale of securities; provided, however, that the Agreement of Merger and the AOL Ancillary Agreements (except for the AOL Affiliates Agreement) will not be effective until the Effective Time.

3.3 Shares Issued in Merger. All shares of AOL Common Stock to be issued at the Closing will be duly authorized and validly issued, fully paid and nonassessable, not subject to any right of rescission, and will have been offered, issued, sold and delivered by AOL materially in compliance with all registration or qualification requirements (or applicable exemptions therefrom) of applicable federal and state securities laws.

3.4 Disclosure. AOL has furnished WAIS with complete and accurate copies (excluding exhibits) of its annual report on Form 10-K for its fiscal year ended June 30, 1994, its quarterly report on Form 10-Q for the fiscal quarters ended September 30, 1994 and December 31, 1994 and all other reports or documents required to be filed by AOL pursuant to Section 13(a) or 15(d) of the 1934 Act since the filing of the most recent quarterly report on Form 10-Q, including but not limited to its report on Form 8-K filed on March 9, 1995 with respect to the restated consolidated financial statements for the year ended June 30, 1994, reflecting the August 19, 1994 pooling of interests with Redgate Communications Corporation (the "AOL Disclosure Package"). All documents contained in the AOL Disclosure Package and filed with the SEC set forth a true and accurate description of the capital stock of AOL as of the date filed. None of the written information supplied or to be supplied by AOL for inclusion in the AOL Disclosure Package, this Agreement, the exhibits and schedules hereto, and any

certificates or documents to be delivered to WAIS pursuant to this Agreement, at the date such information is supplied and at the time of the meeting of the WAIS shareholders to be held to approve the Merger, when taken together, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which such statements were made, not misleading.

4. WAIS PRECLOSING COVENANTS

During the period from the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement pursuant to Section 9 hereof, except as otherwise stipulated by AOL or Sub, WAIS covenants and agrees as follows:

4.1 Advice of Changes. WAIS will promptly advise AOL in writing (a) of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of WAIS contained in this Agreement, if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect and (b) of any change in WAIS's business, results of operations or financial condition that could be reasonably expected to have a Material Adverse Effect. To ensure compliance with this Section 4.1, WAIS shall deliver to AOL within 20 days after the end of each monthly accounting period ending after the date of this Agreement and before the Closing Date, an unaudited balance sheet and statement of operations, which financial statements shall be prepared in the ordinary course of business, in accordance with WAIS's books and records and consistent with past practices and shall fairly present the financial position of WAIS as of their respective dates and the results of WAIS's operations for the periods then ended.

4.2 Maintenance of Business. WAIS will use its best efforts to carry on and preserve its business and its relationships with customers, suppliers, employees and others in substantially the same manner as it has prior to the date hereof and consistent with the "WAIS Inc. Power Publishing" business plan previously delivered to AOL (the "Business Plan"). If WAIS becomes aware of a material deterioration in the relationship with any material customer, supplier or key employee, it will promptly bring such information to the attention of AOL in writing and, if requested by AOL, will exert all best efforts to restore the relationship.

4.3 Conduct of Business. WAIS will continue to conduct its business and maintain its business relationships in the ordinary and usual course consistent with the Business Plan, and WAIS will not, without the prior written consent of the Chief Financial Officer or Senior Vice President of AOL, not to be unreasonably withheld or delayed:

(a) borrow any money except under existing lines of credit or other existing credit arrangements and consistent with past borrowing practices or as set forth on Section 4.3 to the WAIS Schedules;

(b) enter into any transaction not in the ordinary course of business or enter into any transaction or make any commitment involving an expense or capital expenditure in excess of \$50,000 (other than end-user licenses pursuant to WAIS's standard end-user license

agreement and the incurring of up to \$75,000 of reasonable legal and accounting fees and disbursements in connection with the transactions contemplated by this Agreement);

(c) encumber or permit to be encumbered any of its assets except in the ordinary course of its business consistent with past practice and if such encumbrance would not have a Material Adverse Effect;

(d) dispose of any of its material assets except in the ordinary course of business consistent with past practice;

(e) enter into any material lease or contract for the purchase or sale of any property, real or personal, tangible or intangible, except in the ordinary course of business consistent with past practice;

(f) fail to take best efforts to maintain its equipment and other assets in good working condition and repair according to the standards it has maintained to the date of this Agreement, subject only to ordinary wear and tear;

(g) terminate any management, supervisory, development or other key personnel of WAIS; or except as set forth on Section 4.3 to the WAIS Schedules, pay any bonus, royalty, increased salary or special remuneration to any officer, employee or consultant in excess of the lesser of \$6,000 or 10% of such individual's annual compensation for 1994, or \$50,000 in the aggregate for all such individuals (except pursuant to existing arrangements previously disclosed to AOL in writing); or enter into any new employment or consulting agreement with any such person, or enter into any agreement or plan of the type described in Section 2.15;

(h) change accounting methods, other than changes required by the Financial Accounting Standards Board or other body of similar authority in rules or pronouncements to be adopted or issued after the signing of this Agreement;

(i) declare, set aside or pay any cash or stock dividend or other distribution in respect of capital stock, or redeem or otherwise acquire any of its capital stock;

(j) amend or terminate any contract, agreement or license to which it is a party (except pursuant to arrangements previously disclosed to AOL in writing) except those amended or terminated in the ordinary course of business, consistent with past practice, and which are not material in amount or effect;

(k) lend any amount to any person or entity, other than advances for travel and expenses incurred in the ordinary course of business;

(l) guarantee or act as a surety for any obligation except for the endorsement of checks and other negotiable instruments in the ordinary course of business;

(m) waive or release any material right or claim except in the ordinary course of business;

(n) issue or sell any shares of its capital stock of any class (except upon exercise of Current WAIS Options), or any other of its securities, or issue or create any warrants, obligations, subscriptions, options, convertible securities or other commitments to issue shares of capital stock, or accelerate the vesting of any outstanding option or other security except as may be required by the terms of such options or securities;

(o) split or combine the outstanding shares of its capital stock of any class or enter into any recapitalization affecting the number of outstanding shares of its capital stock of any class or affecting any other of its securities;

(p) merge, consolidate or reorganize with, or acquire any entity other than Sub;

(q) amend its Articles of Incorporation or Bylaws;

(r) agree to any audit assessment by any tax authority or file any federal or state income or franchise tax return unless copies of such returns have been delivered to AOL for its review prior to filing;

(s) license any of its technology or any WAIS Intellectual Property, except in the ordinary course of business consistent with past practice;

(t) enter into, amend or terminate any Government Contract that requires or by its express terms permits the delivery of WAIS products, or submit any invoice or other claim for payment in connection with any such Government Contract;

(u) change any insurance coverage;

(v) terminate the employment of any key employee listed in Section 2.15.2 of the WAIS Schedules; or

(w) agree to do any of the things described in the preceding clauses 4.3(a) through 4.3(v).

4.4 Shareholder Approval. Unless such shareholder approval is to be obtained by written consent, WAIS will promptly and duly call a special meeting of its shareholders to be held at least seven (7) business days prior to the Effective Time, to submit this Agreement, the Agreement of Merger and related matters for the consideration and approval of the WAIS shareholders, will obtain such approval at such meeting or by means of written consent by such date. Such WAIS shareholder approval will be obtained in compliance with applicable law.

4.5 Regulatory Approvals. WAIS will execute and file, or join in the execution and filing of, any application or other document that may be necessary in order to obtain the authorization, approval or consent of any governmental body, federal, state, local or foreign which may be reasonably required, or which AOL may reasonably request, in connection with the consummation of the transactions contemplated by this Agreement. WAIS will use its best efforts to obtain all such authorizations, approvals and consents.

4.6 Necessary Consents. WAIS will use its best efforts to obtain such written consents and take such other actions as may be necessary or appropriate for WAIS in addition to those set forth in Section 4.5, to allow the consummation of the transactions contemplated hereby and to allow WAIS to carry on its business in a manner consistent with past practice after the Closing.

4.7 Litigation. WAIS will notify AOL in writing promptly after learning of any material actions, suits, proceedings or investigations by or before any court, board or governmental agency, initiated by or against WAIS, or known by WAIS to be threatened against it.

4.8 No Other Negotiations. WAIS will not, and will not authorize or permit any officer, director, employee or affiliate of WAIS, or any other person, on its behalf to, directly or indirectly, solicit or encourage any offer from any party or consider any inquiry or proposal received from any party other than AOL, concerning the possible disposition of all or any substantial portion of WAIS's business, assets or capital stock by merger, sale or any other means. If WAIS receives such an unsolicited offer, it will promptly notify AOL orally and in writing of any such offer and, in accordance with its Board of Directors' fiduciary obligation to its shareholders, may submit such offer to the WAIS shareholders for their consideration.

4.9 Access to Information. Until the Closing, WAIS will allow AOL and its agents reasonable access to the files, books, records and offices of WAIS, including, without limitation, any and all information relating to WAIS's taxes, commitments, contracts, leases, licenses, and real, personal and intangible property (including its intellectual property) and financial condition. WAIS will cause its accountants to cooperate with AOL and its agents in making available all financial information reasonably requested, including, without limitation, the right to examine all working papers pertaining to all financial statements prepared or audited by such accountants, subject, however, to the normal procedures of such accountants to not make available certain confidential information to each other.

4.10 Satisfaction of Conditions Precedent. WAIS will use its best efforts to satisfy or cause to be satisfied all the conditions precedent which are set forth in Section 8, and WAIS will use its best efforts to cause the transactions contemplated by this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with, and give all notices to, third parties that may be necessary or reasonably required on its part in order to effect the transactions contemplated hereby. WAIS will promptly notify AOL in writing of its failure or inability to comply fully with this Section.

4.11 WAIS Affiliates Agreements. WAIS will continue to ask any of its affiliates who failed to execute and deliver the WAIS Affiliates Agreement to AOL on the date of this Agreement to do so prior to the Closing and will deliver any additional WAIS Affiliates Agreements so obtained to AOL at the Closing.

4.12 Assignment of Copyright and Other Intellectual Property Rights. WAIS will use best efforts to cause each employee or consultant of WAIS identified by AOL who has contributed as an author to the development of WAIS's products or the WAIS Intellectual

Property and who has not previously assigned such intellectual property to WAIS to execute and deliver to WAIS (for delivery to AOL at the Closing) an acceptable form of assignment of copyright to WAIS.

4.13 Notification of Employee Problems. WAIS will promptly notify AOL if any of WAIS's officers becomes aware that any of the key employees listed in Section 4.13 to the Disclosure Schedules intends to leave its employ.

4.14 WAIS Affiliates Agreements. To ensure that the Merger will be accounted for as a "pooling of interests," contemporaneously with the execution of this Agreement, WAIS will deliver to AOL a written agreement (the "WAIS Affiliates Agreement"), in the form of Exhibit 4.14 providing that such person will make no disposition of (a) any shares of WAIS Stock (including shares of WAIS Common Stock issuable upon exercise of WAIS Options) which such affiliate owns or acquires prior to the Expiration Date (as defined in the Affiliates Agreements) or (b) AOL Common Stock (1) in the 30 day period prior to the Effective Time or (2) after the Effective Time until AOL shall have publicly released a report including the combined financial results of AOL, Sub and WAIS for a period of at least 30 days of combined operations, executed by each of WAIS's affiliates who have executed the WAIS Affiliates Agreement by the date of this Agreement.

4.15 Registration on Form S-8. WAIS will cooperate with AOL to the best of WAIS's ability in the preparation of the S-8 (as hereinafter defined).

5. AOL COVENANTS

5.1 Preclosing Covenants. During the period from the date of this Agreement until the earlier of the Effective Time or the Termination of this Agreement pursuant to Section 9 hereof, AOL covenants and agrees as follows:

5.1.1 Advice of Changes. AOL will promptly advise WAIS in writing of any event occurring subsequent to the date of this Agreement that would render any representation or warranty of Sub or AOL contained in this Agreement, if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect.

5.1.2 Satisfaction of Conditions Precedent. AOL and Sub will use their best efforts to satisfy or cause to be satisfied all the conditions precedent which are set forth in Section 7, and AOL and Sub will use their best efforts to cause the transactions contemplated by this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of third parties and to make all filings with, and give all notices to, third parties that may be necessary or reasonably required on its part in order to effect the transactions contemplated hereby.

5.1.3 Regulatory Approvals. AOL and Sub will execute and file, or join in the execution and filing of any, application or other document that may be necessary in order to obtain the authorization, approval or consent of any governmental body, federal, state, local or foreign, which may be reasonably required, or which WAIS may reasonably request, in

connection with the consummation of the transactions contemplated by this Agreement. AOL and Sub will use their best efforts to obtain all such authorizations, approvals and consents. AOL shall also take any action required to be taken under any applicable state securities or "blue sky" laws in connection with the offer and issuance of the AOL Common Stock in the Merger.

5.1.4 AOL Affiliates Agreements. To ensure that the Merger will be accounted for as a "pooling of interests," AOL will cause its affiliates to sign and deliver to AOL a written agreement (the "AOL Affiliates Agreement"), substantially in the form of Exhibit 5.1.4 providing that such person will make no disposition of AOL Common Stock (a) in the 30 day period prior to the Effective Time or (b) after the Effective Time until AOL shall have publicly released a report including the combined financial results of AOL, Sub and WAIS for a period of at least 30 days of combined operations.

5.2 Postclosing Covenants. On and after the Closing Date until the Termination of this Agreement pursuant to Section 9 hereof, AOL covenants and agrees as follows:

5.2.1 Filing on Form S-8. AOL shall use its best efforts to file with the Securities and Exchange Commission ("SEC") within thirty (30) days after the Closing Date (as hereinafter defined) a registration statement pursuant to Form S-8 or other applicable form under the Securities Act (the "S-8") with respect to the shares of AOL Common Stock that are issuable upon exercise of the AOL Options issued in exchange for the Current WAIS Options and of the Additional AOL Options.

5.2.2 Post Merger Employment Benefits. Employees of WAIS who become employed by AOL after the Merger will become eligible (within a reasonable period after the closing of the Merger) to participate in the same employee benefit plans as are generally available to similarly situated employees of AOL.

6. CLOSING MATTERS

6.1 The Closing. Subject to termination of this Agreement as provided in Section 9 below, the closing of the transactions provided for herein (the "Closing") will take place at the offices of Fenwick & West, Two Palo Alto Square, Palo Alto, California at 11:00 a.m., Pacific Time on May ___, 1995, or, if all conditions to closing have not been satisfied or waived by such date, such other place, time and date as WAIS and AOL may mutually select (the "Closing Date"). Prior to the Closing, the Agreement of Merger will be filed in the office of the California Secretary of State. Accordingly, the Merger will become effective at the Effective Time.

6.2 Exchange of Certificates.

6.2.1 As of the Effective Time, all shares of WAIS Common Stock that are outstanding immediately prior thereto that are not WAIS Dissenting Shares will, by virtue of the Merger and without further action, cease to exist and will be converted into the right to receive from AOL the number of shares of AOL Common Stock determined as set forth in Section 1.1, subject to Section 1.2 hereof.

6.2.2 Within five business days after the Effective Time, AOL will send a transmittal letter to each holder of WAIS Stock instructing them as to the surrender of their WAIS Stock to the AOL exchange agent. As soon as practicable after the Effective Time, the WAIS Shareholders will surrender the certificate(s) for such shares (the "WAIS Certificates"), duly endorsed as requested by AOL, to AOL for cancellation. Promptly after the Effective Time and receipt of such WAIS Certificates, AOL will issue to each such tendering holder who does not hold WAIS Dissenting Shares a certificate for the number of shares of AOL Common Stock to which such holder is entitled pursuant to Section 1.1, subject to Section 1.2 hereof, less the shares of AOL Common Stock deposited into escrow pursuant to Section 1.3 hereof, and distribute any cash payable under Section 1.2.

6.2.3 All AOL Common Stock (and, if applicable, cash for WAIS Dissenting Shares or in lieu of fractional shares) delivered upon the surrender of WAIS Certificates in accordance with the terms hereof will be deemed to have been delivered in full satisfaction of all rights pertaining to such WAIS Common Stock, except for the rights arising under this Agreement. After the Effective Time, there will be no further registration of transfers on the stock transfer books of WAIS or its transfer agent of the WAIS Common Stock. If, after the Effective Time, WAIS Certificates are presented for any reason, they will be canceled and exchanged as provided in this Section 6.2.

6.2.4 Until WAIS Certificates representing WAIS Common Stock outstanding prior to the Merger are surrendered pursuant to Section 6.2.2 above, such certificates will be deemed, for all purposes, to evidence ownership of (i) the number of shares of AOL Common Stock into which the WAIS Certificates will have been converted pursuant to Section 1.1 hereof subject to Section 1.2, including the number of shares withheld as Escrow Shares, and (ii) if applicable, cash for WAIS Dissenting Shares or in lieu of fractional shares.

6.3 Assumption of Options. Within ten days after the Effective Time, AOL will notify in writing each holder of a Current WAIS Option of the assumption of such Current WAIS Options, by AOL and conversion into AOL Options, and the number of shares of AOL Common Stock that are then subject to such AOL Option and the exercise price of such AOL Option as appropriate, as determined pursuant to Section 1.1.2 hereof.

6.4 Grant of Additional Stock Options at Closing. Upon Closing of the Merger, the options to purchase AOL Common Stock as described in Exhibit 6.4 hereto ("Additional AOL Options") will be granted under AOL's standard employee equity plan (the shares issuable under which will be registered on the S-8 to be filed within thirty (30) days after the Closing Date), in each case with an exercise price equal to the closing price per share of AOL Common Stock as quoted on the Nasdaq National Market and as reported in the Wall Street Journal on the trading day immediately prior to the Closing Date.

7. CONDITIONS TO OBLIGATIONS OF WAIS

WAIS's obligations hereunder are subject to the fulfillment or satisfaction, on and as of the Closing, of each of the following conditions (any one or more of which may be waived by WAIS, but only in a writing signed by WAIS):

7.1 Accuracy of Representations and Warranties. The representations and warranties of AOL and Sub set forth in Section 3 shall be true and accurate in every material respect on and as of the Closing with the same force and effect as if they had been made at the Closing, and WAIS shall receive certificates to such effect executed by AOL's and Sub's respective Chief Financial Officers. Notwithstanding the above, AOL and WAIS agree that, if the breaches in the representations and warranties of AOL set forth in Section 3 would not, in the aggregate, result in a material adverse effect on AOL, WAIS will waive this condition to closing.

7.2 Covenants. Each of AOL and Sub shall have performed and complied in all material respects with all of their respective preclosing covenants contained in Section 5.1 on or before the Closing, and WAIS shall receive certificates to such effect signed by AOL's and Sub's respective Chief Financial Officers.

7.3 Compliance with Law. There shall be no substantial law, regulation, order, decree, or ruling by any court or governmental agency or written threat thereof, which would prohibit or render illegal the transactions contemplated by this Agreement.

7.4 Government Consents. There shall have been taken such other action, as may be required to consummate the Merger by any regulatory authority having jurisdiction over the parties and the actions herein proposed to be taken, including but not limited to any additional requirements under applicable federal and state securities laws.

7.5 Documents. WAIS shall have received all written consents, assignments, waivers, authorizations or other certificates reasonably deemed necessary by their legal counsel to consummate the transactions contemplated hereby.

7.6 Shareholder Approval. The principal terms of this Agreement and the Agreement of Merger shall have been approved and adopted as required by applicable law and WAIS's Articles of Incorporation and Bylaws.

7.7 Opinion of Counsel. WAIS shall have received from (i) Fenwick & West, counsel to AOL (with respect to Sub) and (ii) Fenwick & West or AOL's in-house counsel (with respect to AOL), opinions in customary form reasonably acceptable to WAIS and its counsel.

7.8 Pooling Opinion. AOL shall have received from Ernst & Young LLP, an opinion, in form and substance satisfactory to AOL, that the Merger will be treated as a "pooling of interests" for accounting purposes.

7.9 Registration Rights Agreement. AOL shall have executed and delivered a Registration Rights Agreement, substantially in the form of Exhibit 7.9 hereto (the "Registration Rights Agreement"), to each holder of WAIS Stock receiving AOL Common Stock in the Merger hereunder.

8. CONDITIONS TO OBLIGATIONS OF AOL AND SUB

The obligations of AOL and Sub hereunder are subject to the fulfillment or satisfaction on and as of the Closing of each of the following conditions (any one or more of which may be waived by AOL and Sub, but only in a writing signed by AOL):

8.1 Accuracy of Representations and Warranties. The representations and warranties of WAIS set forth in Section 2 (as amended pursuant to Section 4.1 hereof) shall be true and accurate in every material respect on and as of the Closing with the same force and effect as if they had been made at the Closing, and AOL shall receive a certificate to such effect executed by WAIS's President.

8.2 Covenants. WAIS shall have performed and complied in all material respects with all of its covenants contained in Sections 4.1 through 4.15 on or before the Closing, and AOL shall receive a certificate to such effect signed by WAIS's President.

8.3 Compliance with Law. There shall be no substantial law, regulation, order, decree, or ruling by any court or governmental agency or written threat thereof, which would prohibit or render illegal the transactions contemplated by this Agreement.

8.4 Government Consents. There shall have been obtained at or prior to the Closing Date such material permits or authorizations, and there shall have been taken such other action, as may be required to consummate the Merger by any regulatory authority having jurisdiction over the parties and the actions herein proposed to be taken, including but not limited to requirements under applicable federal and state securities laws.

8.5 Opinion of Counsel to WAIS. AOL shall have received from Wilson, Sonsini, Goodrich & Rosati, P.C., counsel to WAIS, an opinion substantially in the form of Exhibit 8.5.

8.6 Documents. AOL shall have received all written consents, assignments, waivers, authorizations or other certificates reasonably deemed necessary by AOL's legal counsel to provide for the continuation in full force and effect of any and all material contracts and leases of WAIS and for AOL to consummate the transactions contemplated hereby, which have been identified to WAIS in writing at least thirty days prior to the Closing.

8.7 No Litigation. No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Merger shall have been issued by any governmental entity and remain in effect. No litigation seeking the issuance of such an order or injunction, or seeking relief against WAIS, AOL or Sub if the Merger is consummated, shall be pending, and no other litigation shall have been filed and pending against WAIS which, in the good faith judgment of AOL, after consultation with WAIS, has a reasonable probability of resulting in such order, injunction or relief and such relief would have a Material Adverse Effect. In the event any such order or injunction shall have been issued, each party agrees to use its best efforts to have any such injunction lifted.

8.8 Requisite Approvals. The principal terms of this Agreement and the Agreement of Merger shall have been approved and adopted by (i) holders of 100% of the WAIS Stock

outstanding as of March 17, 1995, (ii) holders of 99% of the WAIS Stock outstanding on the record date for obtaining shareholder approval of this Agreement and the Agreement of Merger, and (iii) as required by applicable law and WAIS's Articles of Incorporation and Bylaws. WAIS will comply with Chapter 13 of the California General Corporation Law with respect to any Dissenting Shares.

8.9 Pooling Opinion. AOL shall have received from Ernst & Young LLP, an opinion, in form and substance satisfactory to AOL, that the Merger will be treated as a "pooling of interests" for accounting purposes.

8.10 Escrow. AOL shall have received the Escrow Agreement executed by the parties thereto.

8.11 Continuity of Interest Representations. AOL shall have received the form of Continuity of Interest Certificate attached hereto as Exhibit 8.11, signed by WAIS Shareholders who will receive a majority of the AOL Common Stock in the Merger.

8.12 Noncompetition Agreements. AOL shall have received noncompetition and nonsolicitation agreements in the forms attached as Exhibit 8.12 (the "Noncompetition Agreements"), executed by Brewster Kahle, Bruce Gilliat and Harry Morris, which will become effective only upon the Closing of the Merger.

8.13 Registration Rights Agreement. AOL shall have received from each holder of WAIS Stock receiving AOL Common Stock in the Merger hereunder an executed copy of the Registration Rights Agreement.

8.14 Investment Representation Agreement. AOL shall have received from each holder of WAIS Stock receiving AOL Common Stock in the Merger hereunder an executed Investment Representation Agreement substantially in the form of Exhibit 8.14 hereto.

9. TERMINATION OF AGREEMENT

9.1 Prior to Closing.

9.1.1 This Agreement may be terminated at any time prior to the Closing by the mutual written consent of each of the parties hereto.

9.1.2 Unless otherwise specifically provided herein or agreed by the parties hereto, this Agreement will be terminated if all conditions to the Closing have not been or cannot reasonably be satisfied or waived on or before May 31, 1995 unless the Closing has been extended by the parties.

9.2 At the Closing. At the Closing, this Agreement may be terminated and abandoned:

9.2.1 By AOL if any of the conditions precedent to AOL's and Sub's obligations set forth in Section 8 above have not been fulfilled or waived at and as of the Closing; or

9.2.2 By WAIS if any of the conditions precedent to WAIS's obligations set forth in Section 7 above have not been fulfilled or waived at and as of the Closing.

Any termination of this Agreement under this Section 9.2 will (i) be effective upon the delivery of notice of the terminating party to the other party hereto, except as provided below and (ii) will not result in liability for either party to the other.

9.3 No-Shop Provision; Break Up Fee. WAIS agrees that, from the date hereof until the Closing Date or the earlier mutual abandonment (confirmation of such abandonment not to be unreasonably withheld) of the transactions contemplated by this Agreement (the "No-Shop Period"), WAIS and Mr. Brewster Kahle will not, and will not authorize any officer or director of WAIS or any other person on its behalf to, solicit, encourage, negotiate or accept any offer from any party concerning: (i) the possible disposition of all or any substantial portion of WAIS's business, assets or capital stock by merger, sale or any other means or any other transaction that would involve a change in control of WAIS; or (ii) the sale of any equity or debt securities of WAIS. WAIS will promptly notify AOL in writing of any such inquiries or proposals. If WAIS merges with, or WAIS or its assets are acquired by, a company other than AOL or a wholly-owned subsidiary of AOL during a period of one year after March 17, 1995 and if discussions with such company concerning such acquisition occur during the No-Shop Period, WAIS (or the acquiring company) will immediately pay AOL the sum of \$3,000,000 and AOL will make no other claims against WAIS or its shareholders regarding the transactions contemplated by this Agreement. WAIS shall have no obligations under this Section if AOL decides at its sole discretion not to proceed with the transactions contemplated by this Agreement or causes such transactions not to occur (other than as a result of WAIS's breach of this Agreement or intentional failure to cause a condition of Closing to occur).

9.4 Certain Continuing Obligations. Following any termination of this Agreement pursuant to this Section 9, the parties hereto will continue to perform their respective obligations under Section 9.3 and Section 11 but will not be required to continue to perform their other covenants under this Agreement.

10. SURVIVAL OF REPRESENTATIONS, INDEMNIFICATION AND REMEDIES

10.1 Survival of Representations. All representations, warranties and covenants of WAIS contained in this Agreement will remain operative and in full force and effect, regardless of any investigation made by or on behalf of the parties to this Agreement, until the earlier of the termination of this Agreement in accordance with its terms or the Final Release Date (as defined in the Escrow Agreement), whereupon such representations, warranties and covenants will expire; provided that the representations and warranties contained in the following Sections, to the extent the same apply to conditions existing on or before the Closing Date, shall remain operative and in full force and effect until the first anniversary of the Closing Date: (i) Section 2.8 (Taxes), to the extent such representation and warranty would be false if made to the knowledge of WAIS and/or Mr. Kahle, or if due to the willful action or inaction of WAIS and/or Mr. Kahle that could reasonably be expected to result in imposition of a penalty with respect to

taxes (as defined in Section 2.8 hereof); (ii) Section 2.12 (Intellectual Property), to the extent such representation and warranty would be false (A) if made to the knowledge of WAIS and/or Mr. Kahle, or if due to the willful infringement by WAIS or Mr. Kahle of any Intellectual Property Rights of any other person, and/or (B) if made with respect to any claim or potential claim of Thinking Machines Corporation and/or its trustees or administrators, successors or assigns ("TMC Claims"); and (iii) Section 2.14 (Certain Transactions and Agreements), to the extent such representation and warranty would be false if made to the knowledge of, or if due to the intentional, knowing and willful action or inaction of, WAIS and/or Mr. Kahle (collectively, the "Specific Representations"). AOL's and Sub's representations, warranties and covenants contained in this Agreement shall terminate as of the earlier of the termination of this Agreement in accordance with its terms or the Final Release Date.

10.2 Indemnity and Escrow Agreement. Subject to the limitations set forth in this Section 10, the WAIS Shareholders will indemnify and hold harmless AOL, Sub and its respective officers, directors, agents and employees, and each person, if any, who controls or may control AOL or Sub within the meaning of the Securities Act (hereinafter referred to individually as an "Indemnified Person" and collectively as "Indemnified Persons") from and against any and all losses, costs, damages, liabilities and expenses arising from claims, demands, actions, causes of actions, including, without limitation, reasonable legal fees, net of any recoveries under applicable insurance policies, or indemnities from third parties or tax benefits to AOL resulting from such damage and known to AOL at the time of making a claim under the Escrow (hereinafter referred to as "Damages") arising out of (a) any misrepresentation or breach of or default in connection with any of the representations, warranties and covenants given or made by WAIS in this Agreement, the WAIS Schedules or any exhibit attached hereto or (b) any claim, demand, action, or cause of action brought within two (2) years after the Closing Date relating to any matter disclosed or required to be disclosed on Section 2.22 to the WAIS Schedules as required by Section 2.22.2(f) hereof (the "Section 2.22.2(f) Matters"); provided that the event underlying such claim, demand, action or cause of action occurred prior to the Closing Date. Notwithstanding anything in this Agreement to the contrary, (i) the Escrow Shares shall be AOL's and Sub's sole recourse for breaches of all representations, warranties, agreements and covenants made by WAIS and/or Mr. Kahle pursuant to this Agreement, other than the Specific Representations and the Section 2.22.2(f) Matters and (ii) the AOL Common Stock issued to Mr. Kahle, and any proceeds thereof, and the Escrow Shares shall be AOL's and Sub's sole recourse for breaches of the Specific Representations and for the Section 2.22.2(f) Matters. Notwithstanding the foregoing, (w) upon and after the Final Release Date, Mr. Kahle's obligation to indemnify AOL for any claim relating to the Section 2.22.2(f) Matters that is not based on intentional, knowing or willful (as such terms are construed under the relevant federal statutes applicable to such claims) action or inaction of WAIS and/or Mr. Kahle shall be limited to an amount not to exceed fifty percent (50%) of Three Hundred Forty-six Thousand Dollars (\$346,000), (x) Mr. Kahle's obligation to indemnify AOL with respect to any claim relating to Section 2.22.2(f) Matters shall be limited only to such claims arising under those Government Contracts entered into by WAIS prior to the Closing Date, (y) AOL shall use commercially reasonable efforts to mitigate liability to WAIS and/or Mr. Kahle resulting from WAIS's failure before the Closing to properly legend WAIS's software upon delivery to the U.S. Government and (z) with respect to any TMC Claim that is not based on willful infringement of Intellectual Property Rights by WAIS and/or Mr. Kahle, AOL shall be responsible for the defense thereof

(with the reasonable cooperation of WAIS and Mr. Kahle); provided that all legal fees and expenses in connection with such defense shall be included as Damages hereunder, and further, provided, further that AOL may not enter into any settlement of any TMC Claim indemnified by Mr. Kahle hereunder without the prior written consent of Mr. Kahle, such consent not to be unreasonably withheld or delayed. The indemnification provided for in this Section 10.2 shall not apply unless and until the aggregate Damages for which one or more Indemnified Persons seeks indemnification under this Section, exclusive of legal fees, exceeds \$25,000 (the "Basket"), in which event the indemnification shall include all Damages (including the Basket). AOL will use commercially reasonable efforts to obtain recoveries under all applicable insurance policies for all Damages.

11. MISCELLANEOUS

11.1 Governing Law. The internal laws of the State of California (irrespective of its choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in any court of competent jurisdiction.

11.2 Assignment; Binding Upon Successors and Assigns. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.3 Severability. If any provision of this Agreement, or the application thereof, is for any reason held to any extent to be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto.

11.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of both parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable.

11.5 Other Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy will not preclude the exercise of any other.

11.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed WAIS and AOL (which shall also be deemed binding on Sub). The waiver by a party of any breach hereof or default in the performance hereof will not be deemed to constitute a waiver of any other default or any succeeding breach or default. The Agreement may be amended by the parties

hereto at any time before or after approval of the WAIS Shareholders, but, after such approval, no amendment will be made which by applicable law requires the further approval of the WAIS Shareholders without obtaining such further approval.

11.7 No Waiver. The failure of any party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

11.8 Expenses. Each party will bear its respective expenses and fees of its own accountants, attorneys, investment bankers and other professionals incurred with respect to this Agreement and the transactions contemplated hereby. If the Merger is consummated, AOL will pay promptly after Closing up to \$75,000 of the reasonable legal and accounting fees and disbursements actually incurred by WAIS in connection with the transactions contemplated hereby. The shareholders of WAIS shall pay any such fees in excess of the above amount, on a pro-rata basis. If WAIS or AOL receives any invoices for amounts in excess of said amounts, it may, with AOL's written approval, pay such fees; provided, however, that such payment shall, if not promptly reimbursed by the WAIS shareholders at AOL's request, constitute "Damages" recoverable under the Escrow Agreement and such Damages shall not be subject to the Basket.

11.9 Attorneys Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party will be entitled to recover, as an element of the costs of suit, reasonable attorneys fees to be fixed by the court (including without limitation, costs, expenses and fees on any appeal). The prevailing party will be entitled to recover its costs of suit.

11.10 Notices. Any notice or other communication required or permitted to be given under this Agreement will be in writing, will be delivered personally or by facsimile transmission or by mail or express delivery, postage prepaid, and will be deemed given upon actual delivery or, if mailed by registered or certified mail, return receipt requested, three days after deposit in the mails, addressed as follows:

(i) If to AOL or Sub:

America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182
Attention: Ellen M. Kirsh, Esq., General Counsel
facsimile (703) 448-9164

with a copy to:

Mark C. Stevens, Esq.
Fenwick & West
Two Palo Alto Square, Suite 800
Palo Alto, California 94306
facsimile (415) 857-0361

(ii) If to WAIS:

Wide Area Information Servers, Inc.
690 Fifth Street
San Francisco, California 94107
Attention: President
facsimile (415) 356-5444

with a copy to:

Allen L. Morgan, Esq.
Wilson, Sonsini, Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
facsimile (415) 493-6811

or to such other address as a party may have furnished to the other parties by written notice given in accordance with this Section 11.10.

11.11 Construction of Agreement. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party. A reference to a section or an exhibit will mean a section in, or exhibit to, this Agreement unless otherwise explicitly set forth. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement which will be considered as a whole.

11.12 No Joint Venture. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party will have the power to control the activities and operations of any other and their status is, and at all times, will continue to be, that of independent contractors with respect to each other. No party will have any power or authority to bind or commit any other. No party will hold itself out as having any authority or relationship in contravention of this Section.

11.13 Further Assurances. Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

11.14 Absence of Third Party Beneficiary Rights. No provisions of this Agreement are intended, nor will be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, partner or employee of any party hereto or any other person or entity unless specifically provided otherwise herein, and,

except as so provided, all provisions hereof will be personal solely between the parties to this Agreement.

11.15 No Public Announcement. Neither party will make any public disclosure of the negotiation of the Merger without the prior written consent of the other party. AOL and WAIS will issue a joint press release approved by both parties announcing the Merger at such time as shall be mutually agreed. In all events, AOL may issue such press releases, and make such other disclosures regarding the Merger, as it determines, in the opinion of its counsel, are required under applicable law or NASD rules. Until termination of this Agreement in accordance with Section 9.1 or 9.2 hereof, WAIS will take all reasonable precautions to prevent any trading in the securities of AOL by officers, directors, employees and agents of WAIS (a) having knowledge of any material information regarding AOL provided hereunder until the information in question has been publicly disclosed or (b) to the extent that such trading would adversely affect the treatment of the Merger as a "pooling of interests" for accounting purposes.

11.16 Entire Agreement. This Agreement, the WAIS Schedules, the AOL Schedule of Exceptions and the exhibits hereto, and the Nondisclosure Agreement, dated March 9, 1995 between the parties, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto, including the Letter of Intent dated March 17, 1995. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.
a Delaware corporation

By: William Dunn

Name: William Dunn

Title: Senior Vice President

**WIDE AREA INFORMATION
SERVERS, INC.**
a California corporation

By: BK

Name: Brewster Kahle

Title: President

AOL ACQUISITION CORP.
a California corporation

By: _____

Name: _____

Title: _____

The undersigned has signed this Agreement solely with respect to Sections 2, 9.3, 9.4 and 10 hereof:

BK
Brewster Kahle, individually

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

**WIDE AREA INFORMATION
SOURCES, INC.**
a California corporation

By: _____
Name: _____
Title: _____

AOL ACQUISITION CORP.
a California corporation

By: Lennert J. Leader
Name: Lennert J. Leader
Title: Vice President and Chief
Financial Officer

The undersigned has signed this Agreement solely with respect to Sections 2, 9.3, 9.4 and 10 hereof:

Brewster Kahle, individually

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION]

WAIS SCHEDULES

Schedule 2.0

WAIS Schedule of Exceptions

AOL SCHEDULES

Schedule 3.0 AOL Schedule of Exceptions

EXHIBITS TO PLAN

Exhibit A	Agreement of Merger
Exhibit 1.1.1	Current WAIS Options
Exhibit 1.3	Escrow Agreement
Exhibit 1.7A-B	Officer Certificates on Tax Matters
Exhibit 4.14	WAIS Affiliates Agreement
Exhibit 5.1.4	AOL Affiliates Agreement
Exhibit 6.4	Additional AOL Options
Exhibit 7.9	Registration Rights Agreement
Exhibit 8.5	Opinion of Counsel for WAIS
Exhibit 8.11	Continuity of Interest Certificate
Exhibit 8.12	Noncompetition Agreements
Exhibit 8.14	Investment Representation Agreement

SCHEDULE 2.0
WAIS SCHEDULE OF EXCEPTIONS

WAIS SCHEDULE OF EXCEPTIONS

This disclosure of exceptions is made and given pursuant to Section 2 of the Agreement and Plan of Reorganization dated as of May 12, 1995 (the "Agreement"), by and among America Online, Inc., AOL Acquisition Corp., and Wide Area Information Servers, Inc. ("WAIS"). Unless the context otherwise requires, all capitalized terms are used herein as defined in the Agreement. The numbers below correspond to the section numbers of representations and warranties in the Agreement that are most directly modified and qualified by the disclosures, but all disclosures are intended to modify any and all of WAIS's representations and warranties. Except as denoted by an asterisk (*) (which represents agreements or contracts that were unavailable and not provided to AOL), contracts or agreements referenced herein have previously been provided to America Online and its legal counsel.

Section 2.1: Organization and Good Standing.

WAIS is qualified to do business as a foreign corporation in Maryland.

Section 2.3: Capitalization.

WAIS Shareholders

Brewster Kahle
WS Investment Company 95A
Allen L. Morgan

Total

Number of Shares Held

7,500,000 Shares of Common Stock
22,500 Shares of Common Stock
2,500 Shares of Common Stock

7,525,000 Shares of Common Stock

WAIS Optionholders

Dan Aronson	36,000
Dan Aronson	54,000
Dia Cheney	7,500
John Duhring	300,000
John Duhring	150,000
Bill Dunn	75,000
Bruce Gilliat	300,000
Cyndy Miller-Riley	30,000
Harry Morris	396,000
Kevin Oliveau	90,000
Will Tuthill	15,000
Larry Steinberg	30,000
Mary McCall	22,500
Claude Devarenne	15,000
Marion D. Esanu	15,000
Norman Brodesser	12,000
Kevin Garrett	7,500
Miekle Syme-Hall	30,000
Nicholas M. Scharf	300,000
Tom Ajayebi	22,500

Total

1,908,000

Number of Options for Common Stock

The Company has no Preferred Stock authorized or outstanding.

Section 2.5: Existing Agreements.

Section 5.2 ("Termination") of the Software Development and License Agreement between WAIS and America Online, Inc., dated December 19, 1994, provides that either party to the Agreement may terminate the contract immediately upon any "change in control" of the other party, which includes the transactions contemplated hereby.

Section 8(c) of the Internet Distribution Agreement between Dow Jones & Company, Inc. and WAIS, dated January 25, 1994, provides that in the event of a change in voting control of WAIS, WAIS shall notify Dow Jones within 10 days of the effectiveness of such change in control. If, in the reasonable discretion of Dow Jones, the party to whom control of WAIS has been transferred is either a competitor of Dow Jones or is of unsound financial condition, Dow Jones may, within 30 days of its receipt of such notice, terminate this contract upon at least 60 days' prior notice.

Section 6(b) of the Agreement between WAIS and Ensemble Information Systems, Inc., dated November 23, 1994, provides in the event either party to the contract is acquired by a third party, the other party may terminate the agreement within 30 days following the closing of such acquisition.

Section 10.3(e) of the Agreement between WAIS and Fujitsu Limited, dated August 26, 1994, provides that either party to the Agreement may terminate the contract upon the occurrence of any transaction in which 50% or more of the voting power of the other party is transferred.

Section 17.6 of the Development and Distribution Agreement between WAIS and Fulcrum Technologies, Inc., dated June 18, 1994, provides that no party to the agreement may assign the contract without the prior written consent of the other party. An acquisition of either party by a third party is deemed to result in an assignment of the contract to the acquiror.

Section 11 of the Office Building Lease between WAIS and the Washington Real Estate Investment Trust, dated November 29, 1994, provides that WAIS shall not issue, sell, give, assign, hypothecate, deliver or transfer any of its shares of stock without the express written consent of the Lessor (the Washington Real Estate Investment Trust).

In each of the WAIS's contracts with agencies of the United States Government (the "Government"), or a prime contractor to the Government, WAIS has not requested that the opposing party novate the contract to account for the transactions contemplated hereby. WAIS has been advised that such novation is probably not necessary, but that with respect to any of the contracts listed in Section 2.22, there is a small likelihood the opposing contracting party may terminate the contract for default, which may require that WAIS refund amounts paid for services not yet rendered and/or pay a penalty for not obtaining a novation prior to the acquisition contemplated hereby. With respect to the failure to novate WAIS's contracts with the Government, to the best of WAIS's knowledge, AOL is subject to no further liability other than that mentioned herein.

Section 2.6: Litigation.

WAIS is currently seeking to recover an \$11,750 deposit given to Optimum Capital in conjunction with a proposed lease line for WAIS. WAIS has not filed suit against Optimum Capital, but has not eliminated the possibility of litigation.

Section 2.7: WAIS Financial Statements.

The financial statements prepared by WAIS during calendar years 1993 and 1994 were done primarily on a cash basis for income tax and internal management purposes; this treatment applies to all of the financial statements delivered to AOL for calendar year 1993, and the quarterly financial statements through June 30, 1994.

WAIS began using accrual accounting methods as of July 1, 1994, but WAIS's accounting practices have not been audited. Accounting practices which may not accord with GAAP are:

As of December 31, 1994, the accounting for WAIS's standard one-year support & maintenance contracts includes approximately \$25,000 of revenue which was recognized as of the date the contract was signed, but has yet to be earned. At the end of FY1995, WAIS plans to adjust FY1995 revenue to defer unearned revenue until services have been performed.

WAIS recognizes revenue for non-refundable fees invoiced for production services customers as of the customer commitment date, as evidenced by a signed contract or letter to proceed.

Income tax liabilities are accrued using a composite rate of 44% times pretax income. This composite rate calculation has not been reviewed for GAAP compliance and has not been reviewed thoroughly to account for future tax returns.

WAIS uses the "specific identification method" to provide for its bad debts and returns.

WAIS makes no provision for warranty expenses.

Section 2.8: Taxes.

WAIS has provided AOL copies of state and federal income tax returns, but has not provided copies of its 1099 forms, payroll tax returns, and personal property tax returns.

Accruals for taxes reflect only an estimate of income taxes which are due based on current information and include no provision for potential tax deficiencies or penalties thereon which could be assessed after a tax audit by the applicable government agency. No tax audits have been done and none are scheduled.

No foreign tax returns have been filed. WAIS has made sales of its software products and services to Companies in Japan, Canada, Sweden, the United Kingdom, Switzerland, Australia, and Italy, totalling approximately \$400,000. To the best knowledge of WAIS, it has incurred no foreign tax liability.

Section 2.9: Title to Properties.

WAIS has not done a review or inventory of the furniture, equipment and software capitalized on the WAIS Balance Sheet to adjust for possible losses of capitalized items or to reflect unusable furniture, equipment or software, if any.

WAIS has not been notified of, and is not otherwise aware of, any violations of any zoning, building, safety or environmental ordinance, and has not done a review of local ordinances to ensure compliance.

Section 2.10: Absence of Certain Changes.

(d) Material Obligations.

Since the Balance Sheet Date, WAIS has entered into a lease for its current San Francisco facility. The term of the lease is two and one-half years at a monthly rent of \$11,000. In conjunction with the relocation to the new facility, WAIS has incurred expenses (paid or accrued) of approximately \$50,000 which includes a rental deposit of \$11,000.

Since the Balance Sheet Date, WAIS has made equipment and other purchases of approximately \$60,000 from various vendors (including \$23,000 in purchases from Sun Microsystems) and has incurred legal fees in conjunction with this transaction in excess of \$45,000.

WAIS has an Internet Distribution Agreement with Dow Jones & Company, Inc., pursuant to which WAIS provides services to develop an Electronic Publishing System. Dow Jones has the contractual right to terminate the contract and demand repayment of \$100,000 paid to WAIS during the course of the contract period.

Section 2.11: Agreements and Commitments.

(a) Material Contractual Commitments.

Agreement with Ensemble Information Systems, Inc., dated November 23, 1994.

(b) Site Licenses and Delivery of Source Code.

Agreement with Fujitsu Limited, dated August 26, 1994.

Development Agreement with Intel, dated August 15, 1994.

Development and Distribution Agreement with Fulcrum Technologies, Inc., dated June 28, 1994.

Letter Agreement with ConQuest Software, unsigned, dated May 9, 1994.

License Agreement with Encyclopaedia Britannica, dated January 20, 1995.

Purchase Order from the Santa Cruz Operation, dated March 31, 1995 (*License Agreement Pending).

License Agreement with Perot Systems, dated July 7, 1992.

License Agreement with Idaho National Labs/EG&G, dated March 3, 1994.

Purchase Order License from Rice University, dated February 8, 1993.

Purchase Order License from Mitre, dated August 8, 1993.

License Agreement with Boeing, dated August 30, 1993.

Purchase Order License with Maryland Procurement Office, dated August 8, 1994

*License Agreement Pending with Datalytics, dated December 15, 1994.

License Agreement with PCWARE Procurement Office, dated June 17, 1994.

License Agreement with DTIC, dated October 26, 1993.

License Agreement with America Online, Inc., dated December 21, 1994.

License Agreement with West Publishing Corporation, dated November 17, 1993.

License Agreement with Library of Congress, dated July 3, 1993.

*License Agreement with Pandora, dated 1993.

(c) Agreements by WAIS to sell rights with respect to WAIS Intellectual property.

Agreement with Fujitsu Limited, dated August 26, 1994.

Development Agreement with Intel, dated August 15, 1994.

Development and Distribution Agreement with Fulcrum Technologies, Inc., dated June 28, 1994.

Letter Agreement with ConQuest Software, unsigned, dated May 9, 1994.

License Agreement with Encyclopaedia Britannica, dated January 20, 1995.

License Agreement Pending with the Santa Cruz Operation.

In addition, WAIS routinely provides source code to end users in the following areas: the collected set of codes which handle data feeds (primarily as examples for a customer wishing to handle data feeds) and Perl scripts as the basis for user customization. Source code is offered as a standard WAIS product on the price sheet. The licensee has no right to redistribute in source or object form and has only limited rights to create derivative works. The exception to this is the contract with Fujitsu, where, subject to a royalty, they are allowed to distribute source code. All source code licenses carry no right to create object code from the source so licensed.

(e) WAIS has granted value-added marketer distribution rights for WAIS software products to the following companies (which list includes active, non-lapsed contracts only):

Agreement with Fujitsu Limited, dated August 26, 1994.

Development Agreement with Intel, dated August 15, 1994.

Development and Distribution Agreement with Fulcrum Technologies, Inc., dated June 28, 1994.

Letter Agreement with ConQuest Software, unsigned, dated May 9, 1994.

License Agreement with Encyclopaedia Britannica, dated January 20, 1995.

Purchase Order from the Santa Cruz Operation, dated March 31, 1995 (License Agreement Pending).

Interim Reseller Agreement with Net + Effects, dated December 1, 1994.

Value Added Reseller Agreement with Market Trac.

Proposed Reseller Agreement with Novx, dated January 18, 1994.

(h) WAIS has arrangements with the following companies whereby the company will share revenues with WAIS for Electronic Publishing Systems developed jointly:

Dow Jones

*The Sports Network (oral agreement - pending contract)

(i) Indebtedness for amounts exceeding \$10,000.

WAIS is currently in negotiations for a line of credit agreement with Cupertino National Bank for up to \$325,000 against approved accounts receivable as security plus previously or to be purchased equipment.

(j) Contracts limiting WAIS freedom to compete:

Pursuant to its agreement with WAIS referenced above, Fujitsu has exclusive redistribution rights to sell WAIS software products in Japan until August 26, 1995.

Section 2.12: Intellectual Property.

WAIS has executed several contracts with various agencies of the United States Government (the "Government"), pursuant to which it has delivered copies of all versions of its Server software to such agencies. WAIS has neither contractually nor by label or other marking attached to such software the restrictive rights legend necessary to limit the rights of the Government to such software, nor has WAIS advised the Government that it would deliver such software with restricted rights. As extensively discussed with representatives of AOL, including counsel for AOL, this failure to attach a restrictive rights legend to the software delivered to the Government may have given the Government and all of its agencies unlimited rights to use and distribute WAIS's Server software. These possible unlimited rights include, but are expressly not limited to, the right to distribute WAIS Server software to other government contractors, who in turn may further distribute WAIS's Server software to third parties. In addition, if WAIS is deemed to have previously granted the Government unlimited rights to its Server software, WAIS may be liable for prior Government payments to WAIS, as well as potential prosecution for false claims violations, for copies of WAIS's Server software to which the Government and its various agencies already possessed unlimited rights, and WAIS may in the future be prohibited from charging the Government for such software.

Finally, WAIS's failure to properly label the software it has delivered to the Government may limit the extent to which WAIS or AOL would be able to maintain a trade secret action against third parties or recover damages from a third party for violating WAIS's trade secrets.

On August 18, 1993, WAIS received a letter from the law firm of Allen, Dyer, Doppelt, Franjola & Milbrath ("Allen"), which represents the Psychological Corporation of San Antonio, Texas, a wholly owned subsidiary of Harcourt Brace & Jovanovich, contesting WAIS's use of the name "WAIS". WAIS's prior law firm, Hopkins & Carley of San Jose, California, wrote a letter rejecting all such claims in response to Allen's letter in a letter dated September 7, 1993. No further communication from Allen or the Psychological Corporation was received.

WAIS has no patents or patent applications pending.

WAIS has not received any notice from any third party, and is not otherwise aware, that WAIS's business infringes any third party patent rights, but, as to patents, the non-infringement representation and warranty in the Agreement is limited to the best knowledge of WAIS and Mr. Kahle.

Mr. Kahle was previously an employee of Thinking Machines. While at Thinking Machines, he led the effort to form a consortium of companies (which at Thinking Machines was informally called by the project name "WAIS"; the project name was differently labelled by the other consortium members) to implement the concept of natural language, recursive searches of databases on massively parallel Connection Machines. A serial machine implementation of search and publishing protocols developed by the Thinking Machines personnel was placed into the public domain by Thinking Machines, and is freely available on the Internet. Other than certain protocol files, which are based on public domain standards and are in the public domain, WAIS's implementation of its current database system was written and independently developed by WAIS. The WAIS consortium, which was never a formal entity, was disbanded by its members in 1991.

Section 2.13: Compliance with Laws.

WAIS is currently reviewing the requirements of laws, ordinances and regulations regarding such health, safety, and zoning programs as OSHA safety regulations, Drug Free Compliance Programs, Fire Regulations, etc., but has no such compliance programs in place.

Section 2.14: Certain Transactions.

The daughter of William Dunn, a former director of WAIS, is employed by, and has an ownership interest in, Zelos, a multimedia company. The daughter of Nicholas Scharf, an employee and director of WAIS, also works at and has an ownership interest in Zelos.

Section 2.15: Employees.

2.15.1 Termination at will.

Edy Henderson, Vice President of Engineering, has a 90-day written notice requirement in her employment agreement regarding termination without cause. In addition, if Ms. Henderson is terminated without cause, for purposes of Ms. Henderson's stock option vesting, she will be treated as if she were terminated on the date six (6) months following the actual date of termination. WAIS confirms that the WAIS options it committed to grant Ms. Henderson will not be assumed by AOL and that the only options Ms. Henderson may receive from AOL are those to be granted pursuant to Section 6.4 of the Agreement.

John Undercoffler, an early consultant to and program developer for WAIS, has not signed a consulting or other agreement with WAIS limiting his rights to the intellectual property he created while a consultant with WAIS or obligating him not to disclose confidential information of WAIS. Mr. Undercoffler consulted for WAIS for a period of one month, during which he worked on a NextStep Graphical interface on the Company's contract with Perot Systems. The Company did not and has not reused the code Mr. Undercoffler developed in other projects or in its Server software.

Robin Palmer, CPA, an early financial advisor and board member for a brief period of time, has not signed any agreement with WAIS regarding his employment or other relationship with WAIS.

2.15.3. WAIS has the following "Employee Plans" in place:

1994 Stock Option Plan

Medical Health Plan, premiums paid by WAIS

Vacation Policy (unwritten): 3 weeks of paid vacation per year (does not include sick time off)

2.15.6 Current employees , officers and consultants:

<u>Employee</u>	<u>Annual Compensation</u>	<u>Commission**</u>	<u>Severance</u>
Ajayebi, Tom	\$68,000		
Aronson, Dan	\$60,000		
Brodesser, Norm	\$39,000		
Cherney, Dia	\$35,000		
Daugherty, Daryl	\$12 per hour		
Devarrene, Claude	\$58,000		
Duhring, John	\$80,000		
Esanu, Marion	\$56,000		
Gamberg, Vivtoria	\$30,000		
Garrett, Kevan	\$45,000		
Gilliat, Bruce	\$60,000	Yes	
Graff, Peter	\$6,926 per month		
Greer, Pat	\$80,000		
Gunawardena, Dilip	\$83,000		
Henderson, Edy	\$100,000		Yes
Innis, Cynthia	\$25,000		
Kahle, Brewster	\$105,000		
J.P. Masser	\$5,574 per month		
McCall, Mary	\$60,000		
Miller-Riley, Cyndy	\$48,000	Yes	
Morris, Harry	\$75,000		
Oliveau, Kevin	\$60,000		
Scharf, Nick	\$80,000		
Steinberg, Larry	\$48,000	Yes	
Sweat, John	\$55,000		
Syme-Hall, Meikle	\$57,000		
Toomey, Toomey	\$70,000		
Tuthill, Will	\$57,000		

** Commissions range from 3-5% depending on sales levels.

Consultants

*Team Alliance (Patricia Klauer): \$6,000/ month plus bonus

*Margaret Saint-Pierre - not to exceed \$16,400 from January 1, 1995
through May 31, 1995

Patricia Klauer (of Team Alliance) - agreement to provide contract consulting services for three months at a "retainer rate" of \$6,000 per month together with a bonus of up to \$9,000, based upon number on new employees recruited and working by June 30, 1995.

Margaret Saint-Pierre is providing consulting support for z39.50 projects from January 1, 1995 through May 31, 1995, at an hourly rate of \$39, with the total remuneration not to exceed \$16,400.

Section 2.19: Books and Records.

2.19.2 Internal accounting controls.

Internal controls do not include adequate separation of employee duties because of the limited number of employees. The Corporate Controller maintains accounting records, obtains approval for invoices to be paid, prepares checks, signs checks and reconciles the bank accounts.

Section 2.20: Insurance.

WAIS obtained general casualty insurance in May, 1994. WAIS's liability policies exclude professional liability coverage, patent trademark infringement coverage, and business interruption coverage.

WAIS obtained Workers compensation insurance on February 15, 1994 in California and on January 19, 1995 in Maryland.

Section 2.22: Federal and State Government Contracts

Following is a list of all material WAIS government contracts (including contracts with government prime contractors):

License Agreement with Boeing Computer Services (government prime contractor), dated August 25, 1993.

Government contract number 92*N334305*000 (John F. McCusker), dated September 28, 1992.

Contract with William D. McCarty, dated January 20, 1995.

Support and Maintenance Agreement w/ EG&G, dated July 26, 1993.

Server sale to EG&G, dated March 3, 1994.

Server sale to United States Government Printing Office, dated October 24, 1994.

Software License Agreement with The ITS Division of the Library of Congress, dated July 1, 1993.

Contract with Maryland Procurement Office, dated September 13, 1994.

Server sale to Mitre and Purchase Order, dated August 13, 1993.

Contract with NASA, dated February 10, 1995.

Server sale to Department of Commerce, dated June 10, 1994.

Contract with PCWARE Procurement Office, dated June 17, 1994.

Proposed contract with PRC, Inc., dated June 1, 1994.

Server sale to the Environmental Protection Agency, dated May 4, 1994.

Subcontract with RJO Enterprises, Inc., dated October 27, 1993.

Contract with Sandia National Laboratories, dated August 15, 1994.

Proposal to SBIR, dated June 26, 1993.

Proposal to David Szurek, dated September 13, 1994.

With regard to contract number 92*N334305*000 with John McCusker dated September 28, 1992, there is a potential claim by a government agency for a refund of \$20,000 paid to WAIS for services WAIS has not yet performed.

WAIS has executed several contracts with various agencies of the United States Government (the "Government"), pursuant to which it has delivered copies of all versions of its Server software to such agencies. WAIS has neither contractually nor by label or other marking attached to such software the restrictive rights legend necessary to limit the rights of the Government to such software, nor has WAIS advised the Government that it would deliver such software with restricted rights. As extensively discussed with representatives of AOL, including counsel for AOL, this failure to attach a restrictive rights legend to the software delivered to the Government may have given the Government and all of its agencies unlimited rights to use and distribute WAIS's Server software. These possible unlimited rights include, but are expressly not limited to, the right to distribute WAIS Server software to other government contractors, who in turn may further distribute WAIS's Server software to third parties. In addition, if WAIS is deemed to have previously granted the Government unlimited rights to its Server software, WAIS may be liable for prior Government payments to WAIS, as well as potential prosecution for false claims violations, for copies of WAIS's Server software to which the Government and its various agencies already possessed unlimited rights, and WAIS may in the future be prohibited from charging the Government for such software. Finally, WAIS's failure to properly label the software it has delivered to the Government may limit the extent to which WAIS or AOL would be able to maintain a trade secret action against third parties or recover damages from a third party for violating WAIS's trade secrets.

Section 2.23: WAIS Products and Services.

Dow Jones Dowvision on the Internet: The direct costs for this Project exceeded initial customer payments primarily because the scope of the Project changed and the service launch was delayed.

CMP TechDoc: The direct costs for this Project exceeded initial customer payments primarily because of the short duration of the Project, the customer's need for additional functionality, and mid-Project changes to the system's look and feel.

Section 4.3: Conduct of Business.

Pursuant to a letter from AOL dated April 18, 1995, the Company intends to increase the compensation for Claude Devarenne and Will Tuthill such that they will be compensated at proper market rates.

Section 4.5: Regulatory Approvals.

In each of the WAIS's contracts with agencies of the United States Government (the "Government"), or a prime contractor to the Government, WAIS has not requested that the opposing party novate the contract to account for the transactions contemplated hereby. WAIS has been advised that such novation is probably not necessary, but that with respect to any of the contracts listed in Section 2.22, there is a small likelihood the opposing contracting party may terminate the contract for default, which may require that WAIS refund amounts paid for services not yet rendered and/or pay a penalty for not obtaining a novation prior to the acquisition contemplated hereby. With respect to the failure to novate WAIS's contracts with the Government, to the best of WAIS's knowledge, AOL is subject to no further liability other than that mentioned herein.

Section 4.6: Necessary Consents.

Section 17.6 of the Development and Distribution Agreement between WAIS and Fulcrum Technologies, Inc., dated June 18, 1994, provides that no party to the agreement may assign the contract without the prior written consent of the other party. An acquisition of either party by a third party is deemed to result in an assignment of the contract to the acquiror. WAIS is currently seeking, but has not obtained, Fulcrum's consent necessary for assignment of this contract.

Section 11 of the Office Building Lease between WAIS and the Washington Real Estate Investment Trust, dated November 29, 1994, provides that WAIS shall not issue, sell, give, assign, hypothecate, deliver or transfer any of its shares of stock without the express written consent of the Lessor (the Washington Real Estate Investment Trust). WAIS has not sought consent from the Lessor for the transactions contemplated by the Agreement.

In each of the WAIS's contracts with agencies of the United States Government (the "Government"), or a prime contractor to the Government, WAIS has not requested that the opposing party novate the contract to account for the transactions contemplated hereby. WAIS has been advised that such novation is probably not necessary, but that with respect to any of the contracts listed in Section 2.22, there is a small likelihood the opposing contracting party may terminate the contract for default, which may require that WAIS refund amounts paid for services not yet rendered and/or pay a penalty for not obtaining a novation prior to the acquisition

contemplated hereby. With respect to the failure to novate WAIS's contracts with the Government, to the best of WAIS's knowledge, AOL is subject to no further liability other than that mentioned herein.

Section 4.13: Notification of Employee Problems.

Key Employees of WAIS:

Brewster Kahle
Bruce Gilliat
Harry Morris

SCHEDULE 3.0

AOL SCHEDULE OF EXCEPTIONS

None.

EXHIBIT A
AGREEMENT OF MERGER

**AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

This Agreement of Merger (this "Agreement") is entered into on May __, 1995 by and between AOL Acquisition Corp., a California corporation and the wholly-owned subsidiary ("Sub") of America Online, Inc., a Delaware corporation ("AOL"), and Wide Area Information Servers, Inc., a California corporation ("WAIS").

1. Surviving Corporation. Pursuant to Chapter 11 of the California General Corporation Law, Sub will be merged with and into WAIS (the "Merger"), with WAIS to be the surviving corporation of the Merger.

2. Effective Time of the Merger. The Merger will be effective (the "Effective Time") at the time and on the date on which a copy of this Agreement is filed with the Secretary of State of the State of California.

3. Conversion of Shares.

(a) Conversion of Common Stock. Each share of WAIS Common Stock that is issued and outstanding immediately prior to the Effective Time and that does not dissent pursuant to Section 9 hereof, will, by virtue of the Merger and at the Effective Time, and without further action on the part of any holder thereof, be converted into _____ fully paid and nonassessable shares of AOL Common Stock, \$0.01 par value per share. Each share of Sub Common Stock that is outstanding immediately prior to the Effective Time will, at the Effective Time, be converted into one share of WAIS Common Stock.

(b) Assumption of Options. The options to purchase WAIS Common Stock ("WAIS Options") that are outstanding (whether or not exercisable)

immediately prior to the Effective Time will, by virtue of the Merger at the Effective Time and without further action on the part of any holder thereof, be assumed by AOL and converted into options to purchase an aggregate of _____ shares of AOL Common Stock ("AOL Options"). The exercise price per share of AOL Common Stock purchasable under each such AOL Option will be equal to the quotient of (i) the exercise price of the WAIS Option (per share of WAIS Common Stock) divided by (ii) _____. Continuous employment with WAIS will be credited to an optionee for the purposes of determining an optionee's vesting commencement date for AOL Options after the Merger. The term, exercisability, vesting schedule and all other terms of the AOL Options (including their status as Incentive Stock Options under Section 422 of the Internal Revenue Code of 1986, as amended) will remain otherwise the same as the corresponding WAIS Options from which they were converted. No vesting or exercisability of any WAIS Options will be accelerated solely as a result of the Merger. Any outstanding options to purchase WAIS Common Stock that are not set forth in Exhibit 1.1.1 to the Plan will be canceled on the closing of the Merger.

(c) Escrow Shares. At the closing of the Merger, AOL will withhold, pro rata, from the shares of AOL Common Stock that would otherwise be delivered to WAIS shareholders, 10% of the shares of AOL Common Stock issued in the Merger. AOL will deposit in escrow, pursuant to a separate Escrow Agreement, certificates representing the shares thus withheld. The shares of AOL Common Stock represented by the certificates deposited in escrow will be held as collateral for the indemnification obligations of the WAIS shareholders under Section 10.2 to the Plan and pursuant to the Escrow Agreement.

(d) Exchange of Share Certificates. As of the Effective Time, all shares of WAIS Common Stock that are outstanding immediately prior thereto that are not dissenting shares will, by virtue of the Merger and without further action, cease to exist and will be converted into the right to receive from AOL shares of AOL Common Stock. Within five business days after the Effective Time, AOL will send a transmittal letter to each holder of WAIS Common Stock instructing them as to the surrender of their WAIS Common Stock to the AOL exchange agent. As soon as practicable after the Effective Time, the WAIS Shareholders will surrender the certificate(s) for such shares (the "WAIS Certificates"), duly endorsed as requested by AOL, to AOL for cancellation. Promptly after the Effective Time and receipt of such WAIS Certificates, AOL will issue to each such tendering holder who does not hold dissenting shares a certificate for that number of shares of AOL Common Stock to which such holder is entitled pursuant to the Plan, subject to Section 3(e) hereof, less the shares of AOL Common Stock deposited in escrow pursuant to Section 3(c) hereof, and distribute any cash payable under Section 3(e) hereof.

(e) Fractional Shares. No fractional shares of AOL Common Stock will be issued in connection with the Merger. In lieu thereof, the holders of WAIS

Stock who would otherwise be entitled to receive a fraction of a share of AOL Common Stock, after aggregating all shares of AOL Common Stock to be received by such holder, will receive from AOL, promptly after the Effective Time, an amount of cash as determined pursuant to the Plan. Holders of WAIS Options that would otherwise be converted into an AOL Option to purchase a fraction of a share of AOL Common Stock, after aggregating all AOL Options to be received by such holder that have the same exercise price per share, will receive from AOL, promptly at the time of any exercise of such AOL Options, an amount of cash as determined pursuant to the Plan.

4. Plan. The parties to this Agreement are also parties to the Agreement and Plan of Reorganization dated as of May __, 1995 (the "Plan"). The Plan and this Agreement are intended to be construed together in order to effectuate their purposes.

5. Directors and Officers. At the Effective Time, the Board of Directors and officers of Sub will become the Board of Directors and officers of WAIS.

6. Further Assurances. The parties to the Plan have agreed that if, at any time after the Effective Time, they or any of them consider or are advised that any further deeds, assignments or assurances are reasonably necessary or desirable to effectuate the Merger, at the request of AOL, they and any of their officers shall execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to effectuate the Merger and otherwise to carry out the purpose of the Plan.

7. Articles of Incorporation. At the Effective Time, the Articles of Incorporation of WAIS will be amended by virtue of the Merger, subject to Sections 900 and 907 of Chapter 9 of the California General Corporation Law, to read as set forth in full in Attachment One hereto.

8. Termination. This Agreement may be terminated and the proposed Merger abandoned at any time prior to the Effective Time by (a) mutual written consent of the parties to this Agreement; (b) by AOL or Sub if any of the conditions precedent to AOL's and Sub's obligations set forth in Section 8 of the Plan have not been fulfilled or waived at and as of closing; or (c) by WAIS if any of the conditions precedent to WAIS's obligations set forth in Section 7 of the Plan have not been fulfilled or waived at and as of the closing.

9. Dissenting Shares. Holders of shares of WAIS Common Stock held by persons, if any, who have complied with all requirements for perfecting shareholders' rights of appraisal as set forth in Chapter 13 of the California General Corporation Law will be entitled to their rights under such Chapter with respect to such shares. WAIS Common Stock as to which shareholders' rights of appraisal have not been perfected

within 120 days after the Effective Date of the Merger will be converted into AOL Common Stock as required under Section 3(a) hereof.

10. Assignment. Neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party hereto. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Governing Law. The internal laws of the State of California (irrespective of its choice of law principles) will govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in any court of competent jurisdiction.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of both parties reflected hereon as signatories.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**AOL ACQUISITION CORP.
a California corporation**

By: _____
Name:
Title:

By: _____
Ellen M. Kirsh, Secretary

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
CONTINUED ON NEXT PAGE]**

**WIDE AREA INFORMATION SERVERS, INC.,
a California corporation**

By: _____
Brewster Kahle, President

By: _____
Allen Morgan, Secretary

**SIGNATURE PAGE TO AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

Attachment One

ARTICLES OF INCORPORATION OF WIDE AREA INFORMATION SERVERS, INC.

ARTICLE I

The name of the corporation is Wide Area Information Servers, Inc.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Unless applicable law otherwise provides, any amendment, repeal or modification of this Article III shall not adversely affect any right of any director under this Article III that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE IV

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, by agreements with agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on such excess indemnification set forth in Section 204 of the California Corporations Code. Unless applicable law otherwise provides, any amendment, repeal or modification of any provision of this Article IV shall not adversely affect any contract or other right to indemnification of any agent of the corporation that existed at or prior to the time of such amendment, repeal or modification.

ARTICLE V

The corporation is authorized to issue only one class of shares of stock, which shall be designated "Common Stock" and which shall have no par value. The total number of shares of Common Stock the corporation is authorized to issue is 1,000 shares.

WIDE AREA INFORMATION SERVERS, INC.

**CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

Brewster Kahle and Allen Morgan hereby certify that:

1. They are the President and Secretary, respectively, of Wide Area Information Servers, Inc., a California corporation ("WAIS").
2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of WAIS.
3. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the vote of a number of shares of each class of WAIS stock which equaled or exceeded the vote required. WAIS has one class of shares outstanding, Common Stock, which was entitled to vote on the merger. The total number of shares of Common Stock outstanding and entitled to vote on the merger is 7,525,000. The percentage vote required was greater than fifty percent of such class. The percentage vote obtained was 100% of such class.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at _____, California on May __, 1995.

Brewster Kahle, President

Allen Morgan, Secretary

AOL ACQUISITION CORP.

**CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER
OF
AOL ACQUISITION CORP.,
A CALIFORNIA CORPORATION
WITH AND INTO
WIDE AREA INFORMATION SERVERS, INC.,
A CALIFORNIA CORPORATION**

_____ and Ellen M. Kirsh hereby certify that:

1. They are the _____ and the Secretary, respectively, of AOL Acquisition Corp., a California corporation ("Sub").

2. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of Sub.

3. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the vote of a number of shares of each class of Sub stock which equaled or exceeded the vote required. Sub has one class of shares outstanding, Common Stock, which was entitled to vote on the merger. The total number of shares of Common Stock outstanding and entitled to vote on the merger is 1,000. The percentage vote required was greater than fifty percent of such class. The percentage vote obtained was 100% of such class.

4. The principal terms of the Agreement of Merger in the form attached hereto were duly approved by the board of directors of America Online, Inc. ("AOL"), a Delaware corporation and the sole shareholder of Sub. No vote of the stockholders of AOL was required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed at _____, _____ on May ___, 1995.

Name:
Title:

Ellen M. Kirsh, Secretary

EXHIBIT 1.1.1
CURRENT WAIS OPTIONS

Exhibit 1.1.1

WIDE AREA INFORMATION SERVERS, INC.
STOCK OPTION GRANTS

<u>Name</u>	<u>Number of Shares</u>	<u>ISO/NSO</u>	<u>Vesting Commencement Date</u>
Dan Aronson	36,000	ISO	01/01/94
Dan Aronson	54,000	ISO	08/20/94
Dia Cheney	7,500	ISO	04/08/94
John Duhring	300,000	ISO	01/09/93
John Duhring	150,000	ISO	01/09/93
Bill Dunn	75,000	NSO	09/08/93
Bruce Gilliat	300,000	ISO	05/01/94
Cyndy Miller-Riley	30,000	ISO	10/17/94
Harry Morris	396,000	ISO	07/13/92
Kevin Oliveau	90,000	ISO	03/01/93
Will Tuthill	15,000	ISO	08/29/94
Larry Steinberg	30,000	ISO	10/17/94
Mary McCall	22,500	ISO	11/14/94
Claude Devarenne	15,000	ISO	12/21/94
Marion D. Esanu	15,000	ISO	12/25/94
Norman Brodesser	12,000	ISO	12/05/94
Kevin Garrett	7,500	ISO	11/14/94
Miekle Syme-Hall	30,000	ISO	11/10/94
Nicholas M. Scharf	300,000	ISO	05/01/94
Tom Ajayebi	22,500	ISO	02/20/95
<hr/>			
Total Number of Shares	1,908,000		

Conversion Schedule of WAIS Common Stock and Stock Options

Price less than \$37.50 per shareAOL shares issued: 370,858 ($(7,525,000 / (7,525,000 + 581,375) \times 400,000)$)Share conversion ratio: 0.049283189 ($370,858 / 7,525,000$)

Option price conversion ratio: 20.29089458 (1 / 0.049283189)

AOL Closing Price: \$36.5250 (Five day average prior to closing - 5/16 - 5/22)

AOL Closing Price on Date of Merger:

\$38.0000 (Closing price on date of merger)

WAIS Shareholders	WAIS Shares	Conversion Ratio	AOL Converted Shares	Issued Shares 90%	Escrow Shares 10%	Rounded Issued Shares	Rounded Escrow Shares	(a) Fractional Issued Shares	(b) Fractional Escrow Shares	(c) AOL Closing Price	(d) Five Day Average	(e) Date of Close	(a) x (c) Plus (b) x (d) Cash Due to Holder
Brewster Kahle	7,500,000	0.049283189	369,623.9202	332,861.5282	36,962.3920	392,661	38,962	0.5282	0.3920	\$36.5250	\$38.0000	\$34.19	
WS Investment Company 95A	22,500	0.049283189	1,108.8718	997.9846	110.8872	997	110	0.9846	0.8872	\$36.5250	\$38.0000	\$89.67	
Allen L. Morgan	2,500	0.049283189	123.2080	110.8872	12.3208	110	12	0.8872	0.3208	\$36.5250	\$38.0000	\$44.59	
	<u>7,525,000</u>					<u>333,768</u>	<u>37,084</u>						

WAIS Optionholders	Conversion Ratio				Rounded AOL Option Price	Rounded AOL Options (b)	Fractional AOL Options (b)	AOL Closing Price (c)	Net AOL Option Value (c) - (a)	(d) AOL Closing Price	Net AOL Option Value (c) - (a)	Cash due to Holder (d) x (b)
	WAIS Options	WAIS Option Price	AOL Options	AOL Option Price (a)								
Dan Aronson	38,000	\$0.0167	1,774.1948	\$0.3389	1,774	\$0.34	0.1948	\$36.5250	\$36.1861	\$7.05		
Dan Aronson	54,000	\$0.0167	2,681.2822	\$0.3389	2,681	\$0.34	0.2922	\$36.5250	\$36.1861	\$10.57		
Dia Cheney	7,500	\$0.0167	369.6239	\$0.3389	369	\$0.34	0.6239	\$36.5250	\$36.1861	\$22.58		
John Duhring	300,000	\$0.0167	14,784.9588	\$0.3389	14,784	\$0.34	0.9588	\$36.5250	\$36.1861	\$34.62		
John Duhring	150,000	\$0.0167	7,392.4784	\$0.3389	7,392	\$0.34	0.4784	\$36.5250	\$36.1861	\$17.31		
Bill Duran	75,000	\$0.0167	3,686.2392	\$0.3389	3,686	\$0.34	0.2392	\$36.5250	\$36.1861	\$8.66		
Bruce Gallat	300,000	\$0.0167	14,784.9568	\$0.3389	14,784	\$0.34	0.9568	\$36.5250	\$36.1861	\$34.62		
Cyndy Miller-Riley	30,000	\$0.0167	1,478.4957	\$0.3389	1,478	\$0.34	0.4957	\$36.5250	\$36.1861	\$17.94		
Harry Morris	396,000	\$0.0167	19,516.1430	\$0.3389	19,516	\$0.34	0.1430	\$36.5250	\$36.1861	\$5.17		
Kevin Oliveau	90,000	\$0.0167	4,435.4870	\$0.3389	4,435	\$0.34	0.4870	\$36.5250	\$36.1861	\$17.62		
Will Tuthill	15,000	\$0.0167	739.2478	\$0.3389	739	\$0.34	0.2478	\$36.5250	\$36.1861	\$8.97		
Larry Steinberg	30,000	\$0.0167	1,478.4957	\$0.3389	1,478	\$0.34	0.4957	\$36.5250	\$36.1861	\$17.94		
Mary McCall	22,500	\$0.0167	1,108.8718	\$0.3389	1,108	\$0.34	0.8718	\$36.5250	\$36.1861	\$31.55		
Claudia Devarerine	15,000	\$0.0167	739.2478	\$0.3389	739	\$0.34	0.2478	\$36.5250	\$36.1861	\$8.97		
Mark D. Esanu	15,000	\$0.0167	739.2478	\$0.3389	739	\$0.34	0.2478	\$36.5250	\$36.1861	\$8.97		
Norman Brodesser	12,000	\$0.0167	691.3983	\$0.3389	691	\$0.34	0.3983	\$36.5250	\$36.1861	\$14.41		
Kevin Garrett	7,500	\$0.0167	369.6239	\$0.3389	369	\$0.34	0.6239	\$36.5250	\$36.1861	\$22.58		
Mieke Syme-Hall	30,000	\$0.0167	1,478.4957	\$0.3389	1,478	\$0.34	0.4957	\$36.5250	\$36.1861	\$17.94		
Nicholas M. Scharf	300,000	\$0.0167	14,784.9568	\$0.3389	14,784	\$0.34	0.9568	\$36.5250	\$36.1861	\$34.62		
Tom Ajayeb	22,500	\$0.0167	1,108.8718	\$0.3389	1,108	\$0.34	0.8718	\$36.5250	\$36.1861	\$31.55		
	<u>1,908,000</u>				<u>94,022</u>							

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EXHIBIT 1.3
ESCROW AGREEMENT

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is entered into as of May __, 1995, by and among America Online, Inc., a Delaware corporation ("AOL"), Wide Area Information Servers, Inc., a California corporation ("WAIS"), Brewster Kahle, as representative of the Holders (as hereinafter defined) of WAIS stock (the "Representative"), and NationsBank, N.A. as "Escrow Agent".

RECITALS

A. WAIS, AOL and AOL Acquisition Corp., a California corporation and wholly-owned subsidiary of AOL ("Sub"), have entered into an Agreement and Plan of Reorganization, dated as of May __, 1995 (the "Plan"), pursuant to which Sub will merge with and into WAIS, with WAIS surviving the Merger. The capitalized terms used in this Agreement and not otherwise defined herein will have the meanings given them in the Plan.

B. Pursuant to the Plan, an aggregate of _____ shares of AOL Common Stock are to be issued to the WAIS shareholders as listed on Exhibit A attached hereto.

C. The Plan provides for shares equaling ten percent (10%) of the shares of AOL Common Stock that are issued in the Merger to the WAIS Shareholders (the "Escrow Shares") to be deducted from the shares of AOL Common Stock issued to such WAIS shareholders (collectively the "Holders") and be placed in an escrow account (the "Escrow Account") to secure certain indemnification obligations of the Holders to AOL, Sub and other Indemnified Persons under the Plan on the terms and conditions set forth herein. The Escrow Shares required to be deposited in the Escrow Account pursuant to this Agreement by Holders are shown on Exhibit A attached hereto.

D. The parties hereto desire to establish the terms and conditions pursuant to which the Escrow Shares will be deposited, held in, and disbursed from the Escrow Account.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Escrow and Indemnification

(a) Escrow of Shares. Promptly after the Effective Time, Bank of Boston (or its successor or replacement), as Exchange Agent (the "Exchange Agent"), will deposit the Escrow Shares deducted from the shares issued to the Holders in the Merger with the Escrow Agent, who will hold them in escrow as collateral for the indemnification obligations of the Holders under Section 10.2 of the Plan until AOL is required to release such Escrow Shares pursuant to the terms of this Agreement. The Escrow Shares will include "Additional Escrow Shares" as that term is defined in Section 2(b) of this Agreement. The Escrow Agent agrees to accept delivery of the Escrow Shares and to hold such Escrow Shares in escrow subject to the terms and conditions of this Agreement.

(b) Indemnification. The indemnity obligations of the Holders contained in Section 10.2 of the Plan are incorporated into this Agreement by reference as if such obligations had been fully stated in this Agreement. (For purposes of this Agreement, references to AOL will include all other Indemnified Persons, as applicable.) The Escrow Shares will be security for such indemnity obligations, subject to the limitations, and in the manner provided, in this Agreement. Promptly after the receipt by AOL of notice or discovery of any claim, damage or legal action or proceeding giving rise to indemnification rights under the Plan, AOL will give the Representative and the Escrow Agent written notice of such claim, damage, legal action or proceeding (a "Claim") in accordance with Section 3 hereof. Within the earlier of thirty (30) days of such written notice or ten (10) days before an answer must be filed with the court respecting the Claim, unless otherwise provided in the Plan, the Representative may, at the expense of the Holders, elect to take all necessary steps properly to contest any Claim involving third parties or to prosecute such Claim to conclusion. If the Representative makes the foregoing election, AOL will have the right to participate at its own expense in all proceedings. If the Representative does not make such election, AOL shall be free to handle the prosecution or defense of any such Claim and will notify the Representative of the progress of any such Claim, will permit the Representative, at the sole cost of the Holders, to participate in such prosecution or defense and will provide the Representative with reasonable access to all relevant information and documentation relating to the Claim and AOL's prosecution or defense thereof. In any case, the party not in control of the Claim will cooperate with the other party in the conduct of the prosecution or defense of such Claim. Neither party will compromise or settle any such Claim without the written consent of either AOL (if the Representative defends the Claim) or the Representative (if AOL defends the Claim), such consent not to be unreasonably withheld or delayed.

2. Deposit of Escrow Shares; Release from Escrow.

(a) Delivery of Escrow Shares. On the Closing Date, the Escrow Shares allocable to the Holders (the "Initial Escrow Shares") will be delivered by the Exchange Agent to the Escrow Agent in the form of duly authorized stock certificates issued in the respective names of the holders thereof. In the event AOL issues any Additional Escrow Shares (as defined below), such shares will be issued and delivered to the Escrow Agent in the same manner as the Initial Escrow Shares delivered on the Closing Date.

(b) Dividends, Voting and Rights of Ownership. Except for tax-free dividends paid in stock declared with respect to the Escrow Shares pursuant to Section 305(a) of the Code ("Additional Escrow Shares"), any cash dividends, dividends payable in securities or other distributions of any kind made in respect of the Escrow Shares will be distributed currently by AOL to the Holders on a pro rata basis. Each Holder will have the right to vote the Escrow Shares deposited in the Escrow Account for the account of such Holder so long as such Escrow Shares are held in escrow, and AOL will take all steps necessary to allow the exercise of such rights. While the Escrow Shares remain in the Escrow Agent's possession pursuant to this Agreement, the Holders will retain and will be able to exercise all other incidents of ownership of said Escrow Shares that are not inconsistent with the terms and conditions hereof.

(c) Distribution to Holders. AOL will deliver written notice (the "Release Notice") to the Representative and the Escrow Agent of AOL's issuance of its audited financial results (the "Triggering Financials") for its year ending June 30, 1995 (the "Final Release Date") concurrently with the issuance of the Triggering Financials. Within five (5) business days after the later of (i) the first anniversary of the Closing Date and (ii) the date of the Escrow Agent's receipt of the Release Notice, the Escrow Agent will release from escrow to the Holders their respective Escrow Shares, plus all Additional Escrow Shares, less (A) any Escrow Shares delivered to the Exchange Agent for AOL's account in accordance with Section 4 hereof in satisfaction of Claims by AOL and (B) any Escrow Shares subject to delivery to the Exchange Agent for AOL's account in accordance with Section 4 hereof with respect to any then pending but unresolved Claims of AOL. Any Escrow Shares held as a result of clause (B) will be released to the Holders or released to the Exchange Agent for AOL's account for cancellation (as appropriate) promptly upon resolution of each specific Claim involved.

(d) Release of Shares. Delivery of Escrow Shares to be released will be in the form of stock certificate(s) issued in the name of the appropriate Holder. AOL and Representative undertake to deliver a timely notice to Escrow Agent identifying the number of Escrow Shares to be released within the five (5) business day period set forth in Section 2(c) above. Escrow Shares will be released to the respective Holders in proportion to their respective interests as set forth in Exhibit A, as revised immediately prior to the Final Release Date. AOL will take such action as may be necessary to cause the Exchange Agent to issue stock certificates in the names of the appropriate Holders. Certificates representing Escrow Shares will bear a legend indicating that they are subject to resale restrictions under Rule 144, if applicable. Concurrently with release of the Escrow Shares, cash will be paid in lieu of fractions of Escrow Shares in an amount equal to the product determined by multiplying such fraction by the closing sale price of AOL Common Stock as quoted on the NASDAQ Stock Market and as reported in The Wall Street Journal as of the Closing Date (as defined in the Plan) (such closing price being hereafter referred to as the "Closing Price"). If not previously paid, within five (5) business days after written request from any Holder, AOL will pay directly to such Holder such amount for fractional shares.

(e) No Encumbrance. No Escrow Shares or any beneficial interest therein may be pledged, sold, assigned or transferred, including by operation of law, by a Holder or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of a Holder (other than such Holder's obligations under Section 10.2 of the Plan or under this Agreement), prior to the delivery to such Holder of the Escrow Shares by the Escrow Agent.

(f) Power to Transfer Escrow Shares. The Escrow Agent is hereby granted the power to direct the Exchange Agent to effect any transfer of Escrow Shares contemplated by Sections 2(c), 3(b) and 4 of this Agreement. AOL and the Escrow Agent will cooperate in promptly delivering stock certificates to the Exchange Agent to effect such transfers.

3. Notice of Claim.

(a) Each notice of a Claim by AOL (the "Notice of Claim") will be in writing, will be delivered on or before the Final Release Date, and will contain the following information to the extent it is reasonably available to AOL:

(i) AOL's good faith estimate of the reasonably foreseeable maximum amount of the alleged Damages (which amount may be revised by AOL at any time prior to the Final Release Date); and

(ii) A brief description in reasonable detail of the facts, circumstances or events giving rise to the alleged Damages based on AOL's good faith belief thereof, including, without limitation, the identity and address of any third-party claimant (to the extent reasonably available to AOL) and copies of any formal demand or complaint.

(b) The Escrow Agent will not direct the Exchange Agent to transfer any of the Escrow Shares held in the Escrow Account to AOL pursuant to a Notice of Claim until such Notice of Claim has been resolved in accordance with Section 4 below.

4. Resolution of Notice of Claim and Transfer of Escrow Shares. Any Notice of Claim received by the Representative and the Escrow Agent pursuant to Section 3 above will be resolved as follows:

(a) Uncontested Claims. In the event that the Representative does not contest a Notice of Claim in writing to the Escrow Agent and AOL and does not pay the amount demanded within 30 calendar days after a Notice of Claim containing a statement of the claimed Damages is delivered pursuant to Section 7 below, the Escrow Agent will, at the Final Release Date, direct the Exchange Agent to transfer to AOL for cancellation that number of Escrow Shares having a value (determined pursuant to Section 4(c) hereof) equal to the amount of Damages specified in the Notice of Claim and notify the Representative of such direction.

(b) Contested Claims. In the event that the Representative gives written notice contesting all or a portion of a Notice of Claim to AOL and the Escrow Agent (a "Contested Claim") within the 30-day period provided above, matters that are subject to third party claims brought against AOL, Sub or WAIS in a litigation or arbitration will await the final decision, award or settlement of such litigation or arbitration.

(c) Determination of Amount of Claims. Any amount owed to AOL hereunder, determined pursuant to Section 4(a) or (b) above, will be immediately payable to AOL out of the Escrow Shares then held by the Escrow Agent at a per share value for all Escrow Shares equal to the Closing Price of AOL Common Stock (i.e., \$____ per share).

(d) No Exhaustion of Remedies. AOL need not exhaust any other remedies that may be available to it but shall proceed directly in accordance with the provisions of this Agreement. AOL may institute Claims against the Escrow Shares and in satisfaction thereof may recover Escrow Shares, in accordance with the terms of this Agreement, without making any other Claims directly against Holders and without rescinding or attempting to rescind

the transactions consummated pursuant to the Plan. The assertion of any single Claim for indemnification hereunder will not bar AOL from asserting other Claims hereunder or under the Plan.

5. Limitation of Escrow Agent's Liability.

(a) The Escrow Agent will incur no liability with respect to any action taken or suffered by it in reliance upon any notice, direction, instruction, consent, statement or other document believed by it to be genuine and duly authorized, nor for any other action or inaction, except its own willful misconduct or gross negligence. The Escrow Agent will not be responsible for the validity or sufficiency of this Agreement. In all questions arising under this Agreement, the Escrow Agent may rely on the advice of counsel, and for anything done, omitted or suffered in good faith by the Escrow Agent based on such advice, the Escrow Agent will not be liable to anyone. The Escrow Agent will not be required to take any action hereunder involving any expense unless the payment of such expense is made or provided for in a manner satisfactory to it.

(b) In the event conflicting demands are made or conflicting notices are served upon the Escrow Agent with respect to the Escrow Account, the Escrow Agent will have the absolute right, at the Escrow Agent's election, to do either or both of the following: (i) resign so a successor can be appointed pursuant to Section 10 hereof or (ii) file a suit in interpleader and obtain an order from a court of competent jurisdiction requiring the parties to interplead and litigate in such court their several claims and rights among themselves. In the event such interpleader suit is brought, the Escrow Agent will thereby be fully released and discharged from all further obligations imposed upon it under this Agreement, and AOL will pay the Escrow Agent (and AOL shall thereupon be entitled to reimbursement from the Holders pursuant to Section 9 hereof) all costs, expenses and reasonable attorney's fees expended or incurred by the Escrow Agent pursuant to the exercise of Escrow Agent's rights under this Section 5 (such costs, fees and expenses will be treated as extraordinary fees and expenses for the purposes of Section 9 hereof).

(c) Each other party hereto, jointly and severally (each an "Indemnifying Party" and together the "Indemnifying Parties"), hereby covenants and agrees to reimburse, indemnify and hold harmless Escrow Agent, Escrow Agent's employees and agents (severally and collectively, "Escrow Agent"), from and against any loss, damage, liability or loss suffered, incurred by, or asserted against Escrow Agent (including amounts paid in settlement of any action, suit, proceeding, or claim brought or threatened to be brought and including reasonable expenses of legal counsel) arising out of, in connection with or based upon any act or omission by Escrow Agent relating in any way to this Agreement or Escrow Agent's services hereunder. This indemnity shall exclude negligence, gross negligence or willful misconduct on Escrow Agent's part.

(d) Each Indemnifying Party may participate at its own expense in the defense of any claim or action that may be asserted against Escrow Agent, and if the Indemnifying Parties so elect, the Indemnifying Parties may assume the defense of such claim or action; provided, however, that if there exists a conflict of interest that would make it inappropriate for

the same counsel to represent both Escrow Agent and the Indemnifying Parties, Escrow Agent's retention of separate counsel shall be reimbursable as herein above provided. Escrow Agent's right to indemnification hereunder shall survive Escrow Agent's resignation or removal as Escrow Agent and shall survive the termination of this Agreement by lapse of time or otherwise.

(e) Escrow Agent hereby warrants that Escrow Agent will notify each Indemnifying Party by letter, or by telephone or facsimile confirmed by letter, of any receipt by Escrow Agent of a written assertion of a claim against Escrow Agent, or any action commenced against Escrow Agent, within ten (10) business days after Escrow Agent's receipt of written notice of such claim. However, Escrow Agent's failure to so notify each Indemnifying Party shall not operate in any manner whatsoever to relieve an Indemnifying Party from any liability that it may have otherwise than on account of this Section 5.

6. Holders' Representative; Authorized Signatories.

(a) For purposes of this Agreement, the Holders have consented to the appointment of the Representative, as representative of the Holders, and as the attorney-in-fact for and on behalf of each Holder, and, subject to the express limitations set forth below, the taking by the Representative of any and all actions and the making of any decisions required or permitted to be taken by him under this Agreement, including, without limitation, the exercise of the power to (i) authorize delivery to AOL of the Escrow Shares, or any portion thereof, in satisfaction of Claims, (ii) agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to such Claims, (iii) resolve any Claims and (iv) take all actions necessary in the judgment of the Representative for the accomplishment of the foregoing and all of the other terms, conditions and limitations of this Agreement. The Representative will have unlimited authority and power to act on behalf of each Holder with respect to this Agreement and the disposition, settlement or other handling of all Claims, rights or obligations arising under this Agreement so long as all Holders are treated in the same manner. The Holders will be bound by all actions taken by the Representative in connection with this Agreement, and AOL and the Escrow Agent will be entitled to rely on any action or decision of the Representative. In performing his functions hereunder, the Representative will not be liable to the Holders in the absence of gross negligence or willful misconduct. The Representative may resign from such position, effective upon a new representative being appointed in writing by Holders who beneficially own a majority of the Escrow Shares (including as beneficially owned any Option Shares attributable to any Holder).

(b) The authorized signatories of AOL listed on Exhibit B to this Agreement acting individually or together (the "Authorized Signatories") will have unlimited authority and power to act on behalf of AOL with respect to this Agreement and the disposition, settlement or other handling of all Claims, rights or obligations arising under this Agreement. AOL will be bound by all actions taken by the Authorized Signatories in connection with this Agreement, and the Representative, the Holders and the Escrow Agent will be entitled to rely on any action or decision of the Authorized Signatories.

7. **Notices.** All notices, instructions and other communications required or permitted to be given hereunder or necessary or convenient in connection herewith must be in

writing and will be deemed delivered (i) when personally served or when delivered by telex or facsimile (to the telex or facsimile number of the person to whom the notice is given, with confirmation by first class mail), (ii) the first business day following the date of deposit with an overnight courier service or (iii) on the earlier of actual receipt or the third business day following the date on which the notice is deposited in the United States mail, first class registered or certified, postage prepaid, addressed as follows:

If to the Escrow Agent:

NationsBank, N.A.
730 East Fifteenth Street N.W.
Washington, DC 20013
Attn: Ms. Sharon Watkins
Facsimile: (202) 624-1006

If to AOL:

America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182
Attn: Ellen M. Kirsh, Esq., General Counsel
Facsimile: (703) 448-9164

With a copy to:

Fenwick & West
Two Palo Alto, Square
Palo Alto, California 94306
Attn: Mark C. Stevens, Esq.
Facsimile: (415) 424-0859

If to the Representative:

Mr. Brewster Kahle
c/o Wide Area Information Servers, Inc.
690 Fifth Street
San Francisco, California 94107
Facsimile: (415) 356-5444

With a copy to:

Wilson, Sonsini, Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attn: Allen L. Morgan, Esq.
Facsimile: (415) 493-6811

or to such other address as AOL, the Representative or the Escrow Agent, as the case may be, designates in a writing delivered to each of the other parties hereto.

8. General.

(a) Governing Law, Assigns. This Agreement will be governed by and construed in accordance with the internal laws of the State of California without regard to conflict-of-law principles and will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile copies of such counterparts are acceptable.

(c) Entire Agreement. Except as otherwise set forth in the Plan and the Agreement of Merger, this Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

(d) Waivers. No waiver by any party hereto of any condition or of any breach of any provision of this Agreement will be effective unless in writing. No waiver by any party of any such condition or breach, in any one instance, will be deemed to be a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other provision contained herein.

9. Expenses.

(a) Escrow Agent. All fees and expenses of the Escrow Agent incurred in the ordinary course of performing its responsibilities hereunder will be paid in advance by AOL upon receipt of a written invoice by Escrow Agent. Any extraordinary fees and expenses, including without limitation any fees or expenses incurred by the Escrow Agent in connection with a dispute over the distribution of Escrow Shares or the validity of a Notice of Claim, will be paid by AOL (and AOL shall thereupon be entitled to reimbursement from the Holders of 50% of such fees and expenses). The Holders' liability to reimburse AOL for the fees and expenses of the Escrow Agent (which will be pro rata for each Holder based on the proportion of the total Escrow Shares attributable to such Holder) may be recovered by AOL as a Claim hereunder out of the Escrow Shares so long as aggregate Claims exceed the WAIS Basket designated in the Plan.

(b) Representative. The Representative will not be entitled to receive any compensation from AOL or the Holders in connection with this Agreement. Any out-of-pocket costs and expenses reasonably incurred by the Representative in connection with actions taken pursuant to the terms of this Agreement will be paid by the Holders to the Representative in proportion to their percentage interests in the Escrow Shares set forth on Exhibit A.

10. Successor Escrow Agent. In the event the Escrow Agent becomes unavailable or unwilling to continue in its capacity herewith, the Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice of its resignation to the parties to this Agreement, specifying a date not less than ten (10) days' following such notice date of when such resignation will take effect. AOL will designate a successor Escrow Agent prior to the expiration of such ten-day period by giving written notice to the Escrow Agent and the Representative. AOL may appoint a successor Escrow Agent without the consent of the Holders or the Representative so long as such successor is a bank with assets of at least \$50 million, and may appoint any other successor Escrow Agent with the consent of the Representative, which will not be unreasonably withheld; provided, however, that any such successor Escrow Agent

becomes a party to this Agreement. The Escrow Agent will promptly deliver the Escrow Shares to such designated successor.

11. Limitation of Responsibility. The Escrow Agent's duties are limited to those set forth in this Agreement, and Escrow Agent, acting as such under this Agreement, is not charged with knowledge of or any duties or responsibilities under any other document or agreement, including without limitation the Plan. Escrow Agent may execute any of its powers or responsibilities hereunder and exercise any rights hereunder either directly or by or through its agents or attorneys. Nothing in this Escrow Agreement shall be deemed to impose upon the Escrow Agent any duty to qualify to do business or to act as a fiduciary or otherwise in any jurisdiction other than the jurisdiction(s) required under the law governing its organization. Escrow Agent shall not be responsible for and shall not be under a duty to examine into or pass upon the validity, binding effect, execution or sufficiency of this Escrow Agreement or of any agreement amendatory or supplemental hereto.

12. Amendment. This Agreement may be amended by the written agreement of AOL, the Escrow Agent and the Representative; provided that, if the Escrow Agent does not agree to an amendment agreed upon by AOL and the Representative, the Escrow Agent will resign and AOL will appoint a successor Escrow Agent in accordance with Section 10 above. No such amendment may treat any one Holder differently from the other Holders unless consented to in writing by Holders having beneficial ownership in a majority of the outstanding Escrow Shares, including the consent of any Holder who is to be treated differently.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

AMERICA ONLINE, INC.

REPRESENTATIVE

By: _____

Name:

Title:

By: _____

Brewster Kahle, individually

ESCROW AGENT

**WIDE AREA INFORMATION
SOURCES, INC.**

NATIONSBANK, N.A.

By: _____

Authorized Signatory

By: _____

Brewster Kahle

President

[SIGNATURE PAGE TO ESCROW AGREEMENT]

Escrow Agreement

Exhibit A

CONVERSION OF
WIDE AREA INFORMATION SERVERS, INC. ("WAIS")
CAPITAL STOCK
(With information provided as of May __, 1995)
INTO AMERICA ONLINE, INC. ("AOL")
(Conversion Ratio: [TO COME])

WAIS Shareholder Name	Number of WAIS Shares Represented by Certificate	WAIS Shareholder Holdings of AOL shares without fractional remainders	Post-Conversion WAIS Shareholder AOL Escrow Shares (With escrow of 10%)	AOL Shares Issuable at Closing to WAIS Shareholders
Brewster Kahle	7,500,000	[TO COME]	[TO COME]	[TO COME]
WS Investment Co. 95A	22,500	[TO COME]	[TO COME]	[TO COME]
Allen L. Morgan	2,500	[TO COME]	[TO COME]	[TO COME]

Escrow Agreement

Exhibit B

AUTHORIZED SIGNATORIES

Stephen M. Case
Lennert J. Leader

EXHIBIT 1.7A-B
OFFICER CERTIFICATES ON TAX MATTERS

**TAX CERTIFICATE
OF
WIDE AREA INFORMATION SERVERS, INC., a California corporation**

The undersigned officer of Wide Area Information Servers, Inc. ("WAIS"), on behalf of the management of WAIS hereby represents, in connection with the proposed merger of AOL Acquisition Corp., a California corporation ("Sub"), a wholly-owned subsidiary of America Online, Inc., a Delaware corporation ("AOL"), with and into WAIS pursuant to a statutory merger and related transactions (the "Merger"), with WAIS surviving the Merger, that as of the date this certificate is executed, or as otherwise indicated:

1. WAIS's management knows of no intention or plan on the part of the shareholders of WAIS to sell, exchange or otherwise dispose of the AOL voting common stock to be received in the Merger such that the WAIS shareholders would retain, in the aggregate, a continuing interest through stock ownership in AOL that is equal in value, as of the effective date of the Merger, to less than 50% of the value of all of the formerly outstanding stock of WAIS as of the same date ("50 percent requirement"). For purposes of this representation, shares of WAIS capital stock (or the portion thereof) (i) with respect to which a WAIS shareholder receives consideration in the Merger other than AOL voting common stock (including, without limitation, cash received pursuant to the exercise of dissenters' or appraisal rights, if any, or in lieu of fractional shares of AOL voting common stock) or (ii) with respect to which a sale, exchange of other disposition occurs prior to and in contemplation of the Merger, shall be considered shares of outstanding WAIS capital stock exchanged in the Merger for AOL voting common stock which were disposed of pursuant to a plan.

2. To the best knowledge of WAIS's management, the shareholders of WAIS who will exchange or cancel their stock of WAIS in the Merger own 100% of the issued and outstanding capital stock of WAIS;

3. Immediately following the Merger, WAIS will hold at least 90% of the fair market value of its net assets and at least 70% of the fair market value of its gross assets held immediately prior to the effective date of the Merger. For purposes of this representation, amounts paid by WAIS to dissenters, amounts paid by WAIS to shareholders who receive cash or other property, WAIS assets used to pay its reorganization expenses, and all redemptions and distributions (except for regular normal dividends) made by WAIS in contemplation of the Merger, will be included as assets of WAIS held immediately prior to the Merger;

4. WAIS has not disposed of any assets or declared a special dividend as part or in contemplation of the Merger, except for cash paid for shareholders perfecting dissenters rights and payments for expenses incurred in connection with the Merger and except for dispositions in the ordinary course of business;

5. Following the Merger, WAIS intends to continue its historic business or use a significant portion of its historic business assets in a business;

6. There is no intercorporate indebtedness existing between AOL and WAIS or Sub and WAIS, that was issued, acquired, or will be settled at a discount;

7. WAIS will pay its expenses, if any, incurred in connection with the Merger, except that if the Merger is consummated, AOL will pay promptly after the closing of the Merger up to \$75,000 of the reasonable legal and accounting fees and disbursements actually incurred by WAIS in connection with the Merger;

8. At the time of the Merger, the fair market value of the assets of WAIS will equal or exceed the sum of its liabilities, plus the amount of liabilities, if any, to which the assets are subject;

9. WAIS has no plan or intention to issue additional shares of its stock that would result in AOL losing control of WAIS within the meaning of § 368(c) of the Internal Revenue Code;

10. WAIS is not an investment company as defined in § 368(a)(2)(F) of the Internal Revenue Code; and

11. Following the Merger, WAIS will not have outstanding any warrants, options, convertible securities or any other type of right pursuant to which any person could acquire stock in WAIS that, if exercised or converted, would affect AOL's acquisition or retention of control of WAIS within the meaning of § 368(c) of the Internal Revenue Code.

12. Notwithstanding anything herein to the contrary, WAIS makes no representation regarding any actions or conduct of WAIS pursuant to AOL's exercise of control over WAIS after the Merger.

The undersigned acknowledges that counsel to WAIS and counsel to AOL and Sub will rely upon the foregoing representations in evaluating the federal income tax consequences of the Merger.

Dated: May __, 1995

WIDE AREA INFORMATION SERVERS, INC.

By: _____
Brewster Kahle, President

SIGNATURE PAGE TO WAIS TAX CERTIFICATE

**TAX CERTIFICATE
OF
AMERICA ONLINE, INC., a Delaware corporation
AND
AOL ACQUISITION CORP., a California corporation**

The undersigned officers of America Online, Inc., a California corporation ("AOL"), and its wholly-owned subsidiary, AOL Acquisition Corp., a California corporation ("Sub"), on behalf of the respective managements of AOL and Sub, hereby represent, in connection with the proposed merger with Wide Area Information Servers, Inc., a California corporation ("WAIS"), pursuant to a statutory merger and related transactions (the "Merger"), with WAIS surviving the Merger, that as of the date this certificate is executed, or as otherwise indicated:

1. Sub will be merged with and into WAIS in accordance with the relevant statutory merger provisions of California corporate law, and in the transaction the shareholders of WAIS will exchange WAIS stock representing 100% of all of WAIS's outstanding stock and receive solely voting common stock of AOL (except for cash received for dissenting shares as required by the California General Corporation Law or cash received in lieu of fractional shares) in consideration therefor. No shares of Sub will be issued to the shareholders of WAIS in the Merger;

2. Neither AOL nor Sub owns, directly or indirectly, nor have they owned during the past five years, directly or indirectly, any stock of WAIS or the right to acquire any such stock;

3. Prior to the transaction, AOL will own 100% of the total combined voting power of all stock of Sub entitled to vote and 100% of all nonvoting stock, if any, of Sub;

4. Neither AOL nor Sub has disposed of any assets or declared a special dividend as part of or in connection with the Merger, except for expenses paid or incurred in connection with the Merger;

5. Immediately following the Merger, WAIS will hold at least 90 percent of the fair market value of WAIS's and Sub's net assets and at least 70 percent of the fair market value of WAIS's and Sub's gross assets held immediately prior to the Merger. For purposes of this representation, Sub assets used to pay its reorganization expenses, and all redemptions and distributions (except for regular normal dividends) made by Sub in contemplation of the Merger, will be included as assets of Sub held immediately prior to the Merger. Sub will have no liabilities, and no assets subject to liabilities, immediately prior to the Merger;

6. Following the Merger, AOL will cause WAIS to continue its historic business or cause WAIS to use a significant portion of its business assets in a business;

7. There is no intercorporate indebtedness existing between AOL and WAIS or Sub and WAIS, that was issued, acquired, or will be settled at a discount;

8. AOL has no plan or intention to cause WAIS to issue additional shares of its stock that would result in AOL losing control of WAIS within the meaning of § 368(c) of the Internal Revenue Code;

9. AOL has no present plan or intention to liquidate WAIS, to merge WAIS with or into another corporation, to sell or otherwise dispose of any of the stock of WAIS, or to cause WAIS to sell or otherwise dispose of any of its assets or any of the assets acquired from Sub in the Merger (except for dispositions made in the ordinary course of business);

10. AOL has no present plan or intention to redeem or otherwise reacquire any of its stock to be issued in the Merger;

11. AOL presently intends to continue to be a duly organized corporation, validly existing, licensed and in good standing under the laws of the State of Delaware following the effective date of the Merger;

12. AOL will pay its own and Sub's expenses, if any, incurred in connection with the Merger;

13. Neither AOL nor Sub is an investment company as defined in § 368(a)(2)(f) of the Internal Revenue Code; and

14. The AOL capital stock held in escrow pursuant to the Merger will appear as issued and outstanding on the balance sheet of AOL.

The undersigned acknowledge that counsel to WAIS and counsel to AOL and Sub will rely upon the foregoing representations in evaluating the federal income tax consequences of the Merger.

Dated: May __, 1995

AMERICA ONLINE, INC.

By: _____
Lennert J. Leader, Chief Financial Officer

Dated: May __, 1995

AOL ACQUISITION CORP.

By: _____
Lennert J. Leader, Chief Financial Officer

SIGNATURE PAGE TO AOL TAX CERTIFICATE

EXHIBIT 4.14
WAIS AFFILIATES AGREEMENT

TO: America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182

Wide Area Information Servers, Inc.
1040 Noel Drive, Suite 102
Menlo Park, CA 94025

WAIS Affiliates Agreement

This WAIS Affiliates Agreement ("Agreement") is being delivered pursuant to Section 4.12 of that certain Agreement and Plan of Reorganization dated as of May ___, 1995 (the "Plan"), by and among America Online, Inc., a Delaware corporation ("AOL"), WAIS Acquisition Corp., a California corporation and wholly owned subsidiary of AOL ("Sub"), and Wide Area Information Servers, Inc., a California corporation ("WAIS"). The Plan provides for the merger ("Merger") of Sub with and into WAIS in a transaction in which each share of WAIS Common Stock ("WAIS Common Stock") will be converted into shares of AOL Common Stock, par value \$0.01 per share ("AOL Common Stock") as described in the Plan. Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to them in the Plan.

The undersigned understands that since the Merger will be accounted for as a "pooling-of-interests" and the shares of AOL Common Stock to be issued to the undersigned will be "restricted securities" within the meaning of the Securities Act, and the undersigned is an "affiliate" of WAIS (within the meaning of Rule 144 promulgated by the SEC under the Securities Act ("Rule 144")), the shares of WAIS Common Stock or AOL Common Stock received in exchange for the WAIS Common Stock which the undersigned owns and any shares which the undersigned may acquire hereafter may be disposed of only in conformity with the limitations described herein.

The undersigned has been informed that the treatment of the Merger as a pooling-of-interests for financial accounting purposes may depend upon the accuracy of certain of the representations and warranties and the compliance with certain of the agreements set forth herein. The undersigned further understands that the representations, warranties and agreements set forth herein will be relied upon by AOL, AOL's stockholders, WAIS, and their respective counsel and accounting firms.

1. The undersigned represents, warrants and agrees as follows:

(a) The undersigned has full power to execute this Agreement and to make the representations, warranties and agreements herein and to perform the undersigned's obligations hereunder.

(b) The undersigned is the beneficial owner of the shares of WAIS Common Stock and options to purchase WAIS Common Stock indicated on the last page hereof (collectively, the "WAIS Securities"). Except for the WAIS Securities, the undersigned does not beneficially own any shares of WAIS Common Stock or any other equity securities of WAIS, or any options, warrants or other rights to acquire shares of WAIS Stock or other equity securities of WAIS. At the date hereof, the WAIS Securities are, and at all times until the "Expiration Date" (as defined below), the WAIS Securities will be, free and clear of any liens, claims, options, charges or other encumbrances. As used herein, the term "Expiration Date" means the earliest to occur of (i) the publication of the first quarterly financial statements of AOL that include at least 30 days of combined operating results of AOL, Sub and WAIS, or (ii) such time as the Plan may be terminated in accordance with its terms.

2. The undersigned agrees as follows:

(a) At any time prior to the Expiration Date, without the prior written consent of AOL, the undersigned will not sell, transfer, encumber or dispose of, or offer to sell, transfer, encumber or dispose of, (i) any of the WAIS Securities or (ii) any WAIS Common Stock or other securities of WAIS the undersigned purchases or otherwise acquires after the execution of this Agreement and prior to the Expiration Date (the "New WAIS Securities"). All New WAIS Securities will be subject to the terms of this Agreement to the same extent and in the same manner as if they were WAIS Securities.

(b) Until the Expiration Date, the undersigned will vote the WAIS Securities and any New WAIS Securities in any vote of the WAIS Shareholders, with respect to the matters referred to in (i) or (ii) immediately below, and in every written consent as a WAIS Shareholder solicited with respect to any of the matters referred to in (i) or (ii) immediately below, as follows: (i) in favor of approval of the Plan and the Merger and any matter which could reasonably be expected to facilitate the Merger and (ii) against approval of any proposal made in opposition to or in competition with consummation of the Merger. The undersigned will use reasonable efforts to cause the WAIS Shareholders to approve the Merger. The undersigned will not, directly or indirectly, solicit or encourage any offer from any person or entity concerning the possible disposition of all or any portion of WAIS's business, assets or capital stock by merger, sale or other means in contravention of the Plan.

(c) The undersigned will not, and will not permit any entity under the undersigned's control to, (i) solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act), in opposition to or competition with the consummation of the Merger or otherwise encourage or assist any person or entity in taking or planning any action which would compete with, restrain or otherwise serve to interfere with or inhibit the timely consummation of the Merger in accordance with the terms of the Plan; (ii) initiate a WAIS Shareholder vote or action by consent of WAIS Shareholders in opposition to or in competition with the consummation of the Merger; or (iii) become a member of a "group"

(as such term is used in Section 13(d) of the Exchange Act) with respect to any voting securities of WAIS for the purpose of opposing or competing with the consummation of the Merger.

(d) The undersigned hereby (i) gives any consents or waivers which are reasonably required, under the terms of any agreement to which the undersigned and WAIS are parties, for the consummation of the Merger; and (ii) waives or agrees to terminate, immediately after the Effective Time, any liquidation, redemption, anti-dilution, registration rights, information rights, right of first offer, rights of first refusal, observer, co-sale or other similar rights under the terms of the Articles of Incorporation of WAIS or any other agreement in effect between WAIS and its shareholders immediately prior to the Effective Time (the "Terminated Agreements"). The waiver or termination contained in this Section 2(d) shall be applicable immediately after the Effective Time with respect to all holders of WAIS Common Stock holding such rights under the Articles of Incorporation and the Terminated Agreements once copies of this Affiliates Agreement have been executed by WAIS and holders of sufficient shares of WAIS Common Stock (as determined under the terms of the Articles of Incorporation and any Terminated Agreement) to amend such Articles of Incorporation or Terminated Agreement.

(e) The undersigned will execute and deliver any additional documents necessary or desirable, in the opinion of WAIS or AOL, to carry out the intent of this Agreement.

(f) The undersigned will not sell, transfer or otherwise dispose of any shares of AOL Common Stock, or any option, right or other interest with respect to AOL Common Stock which the undersigned might acquire in connection with the Merger or any securities which may be paid as a dividend thereon or with respect thereto or issued or delivered in exchange or substitution therefor (collectively, the "Restricted Securities") or any securities of WAIS, or offer or agree to sell, transfer or otherwise dispose of, or in any other way reduce the undersigned's risk or ownership or investment in, any Restricted Securities or other securities of AOL: (i) in the 30-day period immediately preceding the Effective Time; or (ii) after the Effective Time until AOL shall have publicly released its combined audited financial results of AOL, Sub and WAIS for a period of at least 30 days of combined operations of AOL, Sub and WAIS (provided, however, that nothing in this paragraph will be deemed to prohibit charitable contribution of such securities without consideration to transferees who agree to all of the restrictions in this Agreement).

(g) The undersigned has no intention or plan to sell, exchange or otherwise dispose of the AOL Common Stock to be received by the undersigned in the Merger such that the undersigned would retain a continuing interest through stock ownership in WAIS that is equal in value, as of the Effective Time, to less than 50% of the value of all formerly outstanding stock of WAIS that was held by the undersigned.

(h) The undersigned acknowledges that the undersigned is aware that the United States securities laws prohibit any person who has received from an issuer (such as AOL) any material non-public information (such as information concerning the Merger) from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or

sell such securities, until such information becomes publicly available. The undersigned covenants to comply with such laws.

3. The undersigned also understands that stop transfer instructions will be given to AOL's transfer agent with respect to certificates evidencing the Restricted Securities and that there will be placed on the certificates evidencing the Restricted Securities a legend stating in substance (in addition to any other legends required by law or contract):

"THE SECURITIES REPRESENTED HEREBY MAY ONLY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN ACCORDANCE WITH THE TERMS OF AN AFFILIATES AGREEMENT BETWEEN THE REGISTERED HOLDER THEREOF AND AMERICA ONLINE, INC. A COPY OF SUCH AGREEMENT IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY."

After release of the report described in Section 2(f) hereof, certificates evidencing Restricted Securities delivered at or after the Effective Time, may, at the undersigned's election in connection with a proposed transfer, be surrendered for cancellation and reissuance with a legend referencing the Rule 144 restrictions applicable to such shares. AOL agrees that such stop transfer instructions and legends will be promptly removed in connection with a proposed transfer if the provisions of this Agreement and the Securities Act are complied with.

4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

5. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but except as otherwise specifically provided, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without prior written consent of the other.

6. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

7. The undersigned acknowledge that AOL, Sub and WAIS will each be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of the undersigned set forth herein. Therefore, it is agreed that, in addition to any other remedies which may be available to AOL, Sub or WAIS upon any such violation, AOL, Sub and WAIS shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available at law or in equity.

8. This Agreement shall be governed by, construed and enforced in accordance with, the internal laws of the State of California, without regard to its rules regarding conflict of laws.

9. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

10. This Agreement may be executed in several counterparts, each of which shall be an original as regards the party whose signature appears thereon, and all of which together will constitute one and the same instrument. Facsimile copies of such counterparts are acceptable.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement effective as of the date set forth below.

Number of WAIS Securities
beneficially owned by the undersigned:

WAIS Common Stock

Options to purchase WAIS Common Stock

Date: May ___, 1995

Very truly yours,

(Print name)

Signature

Agreed to and accepted:

AMERICA ONLINE, INC.

By: _____

Name: _____

Title: _____

WIDE AREA INFORMATION SERVERS, INC.

By: _____

Brewster Kahle
President

[SIGNATURE PAGE TO WAIS AFFILIATES AGREEMENT]

EXHIBIT 5.1.4
AOL AFFILIATES AGREEMENT

TO: America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182

AOL Affiliates Agreement

This AOL Affiliates Agreement (this "Agreement") is being delivered pursuant to Section 5.5 of the certain Agreement and Plan of Reorganization, dated as of May ___, 1995 (the "Plan"), among America Online, Inc., a Delaware Corporation ("AOL"), AOL Acquisition Corp., a California corporation and wholly owned subsidiary of AOL ("Sub") and Wide Area Information Servers, Inc., a California Corporation ("WAIS"). The Plan provides for the merger (the "Merger") of Sub with and into WAIS in a transaction in which each share of WAIS's Common Stock will be converted into shares of AOL Common Stock, par value \$0.01 per share ("AOL Common Stock"). Unless otherwise defined herein, the capitalized terms used in this Agreement have the meanings given to them in the Plan.

The undersigned understands that, since the Merger will be accounted for as a "pooling-of-interests" and the undersigned may be deemed an "affiliate" of AOL (within the meaning of Rule 144 promulgated by the SEC under the Securities Act), the shares of AOL Common Stock which the undersigned owns and any shares of AOL Common Stock which the undersigned may acquire hereafter may be disposed of only in conformity with the limitations described herein. The undersigned has been informed that the treatment of the Merger as a pooling-of-interests for financial accounting purposes is dependent upon the accuracy of certain of the representations and warranties and the compliance with certain of the agreements set forth herein. The undersigned further understands that the representations, warranties and agreements set forth herein will be relied upon by AOL and its counsel and accounting firm.

1. The undersigned represents, warrants and agrees as follows:

(a) The undersigned has full power to execute this Agreement and to make the representations, warranties and agreements herein and to perform the undersigned's obligations hereunder.

(b) The undersigned is the beneficial owner of (has sole or shared voting or investment power with respect to) all the shares of AOL Common Stock and options to purchase shares of AOL Common Stock indicated on the last page hereof (the "AOL Securities"). Except for the AOL Securities, the undersigned does not beneficially own any shares of AOL Common Stock or any other equity securities of AOL or any options, warrants or other rights to acquire shares of AOL Common Stock or other equity securities of AOL.

(c) The undersigned will not sell, transfer or otherwise dispose of any of the AOL Securities or offer or agree to sell, transfer or otherwise dispose of, or in any other way reduce

the undersigned's risk of ownership or investment in, any of such AOL Securities: (i) in the 30-day period immediately preceding the Effective Time; or (ii) from and after the Effective Time until AOL will have publicly released its first quarterly financial statements that include at least 30 days of combined operating results of AOL, Sub and WAIS (provided, however, that nothing in this paragraph will be deemed to prohibit charitable contributions of such securities without consideration to transferees who agree to all of the restrictions in this Affiliates Agreement). Notwithstanding the above, the undersigned may, with prior written notice to AOL and its accountants, and prior written consent of AOL, dispose of up to that number of shares that, when added to all other shares being disposed of by AOL affiliates, still qualify as "de minimis" under the Staff Accounting Bulletin No. 76.

2. The undersigned also understands that stop transfer instructions will be given to AOL's transfer agent with respect to certificates evidencing the AOL Securities. Such stop transfer instructions will be promptly rescinded upon the publication of the financial statements referred to in Section 1(c) above.

3. This Agreement will be binding upon and enforceable against administrators, executors, representatives, heirs, legatees and devisees of the undersigned and any pledgee holding AOL Securities as collateral. If the Plan is terminated in accordance with its terms prior to the Effective Time, this Agreement will automatically terminate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4. This Agreement may be executed in several counterparts, each of which shall be an original as regards the party whose signature appears thereon, and all of which together constitute one and the same instrument.

Number of shares of AOL Common Stock
beneficially owned by the undersigned:

Number of shares of AOL Common
Stock subject to issuance upon the
exercise of stock options beneficially
owned by the undersigned:

Date: May ___, 1995

Very truly yours,

(Print name)

By: _____

Title: _____
(If applicable)

Agreed to and accepted:

AMERICA ONLINE, INC.

By: _____

Title: _____

[SIGNATURE PAGE TO AOL AFFILIATES AGREEMENT]

EXHIBIT 6.4

ADDITIONAL AOL OPTIONS

Upon the Closing of the Merger, the following options to purchase AOL Common Stock will be granted under the America Online, Inc. 1992 Employee, Director and Consultant Stock Option Plan (the shares issuable under which will be registered on Form S-8 to be filed within 30 days after the Closing Date), in each case with an exercise price equal to the closing price of AOL Common Stock on the trading day immediately prior to the Closing Date:

(i) Brewster Kahle Option. Mr. Kahle will receive an option to purchase shares with an aggregate exercise price of \$3,500,000. Such option will vest as to 1/2 of the shares on the second anniversary of the Closing Date, with an additional 1/4 of the shares vesting on the third and fourth anniversaries of the Closing Date.

(ii) Options for Current Employees. Options to purchase shares with an aggregate exercise price of \$2,500,000 will be granted to other employees of WAIS who are employed by WAIS as of March 17, 1995 and who remain employed by WAIS at the Closing Date. Such options will have standard, ratable 4 year vesting, with the first vesting date at the first anniversary of the Closing Date. Such options will be granted to the following persons in the following amounts (the table below shall be updated on the Closing Date by WAIS subject to the reasonable approval of AOL):

Name	Aggregate Exercise Price	No. of Shares
TOTAL	\$2,500,000	

(iii) Options for New Employees. Options to purchase shares with an aggregate exercise price of up to \$2,000,000 will be granted to other employees of WAIS who are hired by WAIS after March 17, 1995 and who are employed by WAIS at the Closing Date. Such options will have standard, ratable 4 year vesting. The allocation of these options will be specified by Mr. Kahle in writing from time to time prior to Closing and will be subject to the reasonable approval of AOL.

EXHIBIT 7.9
REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of the _____ day of May, 1995, is entered into between America Online, Inc. ("AOL") and each of the persons or entities listed on the signature page hereto.

WHEREAS, AOL, Sub (as hereinafter defined) and WAIS (as hereinafter defined) have entered into an Agreement and Plan of Reorganization (the "Reorganization Agreement") pursuant to which AOL and WAIS intend to merge Sub with and into WAIS (the "Merger"); and

WHEREAS, under the terms of the Reorganization Agreement, AOL intends to deliver to the Shareholders a number of shares (the "Shares") of Common Stock, \$.01 par value (the "Common Stock"), of AOL based on a conversion ratio set forth therein in consideration for the acquisition of WAIS; and

WHEREAS, the Shares will not be registered with the Commission at the time of issuance; and

WHEREAS, AOL is agreeable to granting certain registration rights to the Shareholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and contained in this Agreement, the parties agree as follows:

Section 1. Definitions.

As used in this Agreement, references to either gender shall include the other gender, and the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Terms not defined herein have the meanings ascribed to them in the Reorganization Agreement:

"AOL" means and shall include America Online, Inc., a Delaware corporation, and its successors and permitted assigns.

"Commission" means the United States Securities and Exchange Commission, or any other agency successor thereto.

"Effective Date" means the first date on which the Merger will be effective under California law.

"Exchange Act" means the Securities Exchange Act of 1934 or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Other Shares" shall mean at any time those shares of AOL Common Stock that do not constitute Primary Shares or Registrable Shares.

"Person" means an individual, corporation, partnership, association, joint venture, trust, or unincorporated organization, or a government or any agency or political subdivision thereof.

"Primary Shares" shall mean at any time the authorized but unissued shares of AOL's Common Stock or shares of AOL's Common Stock held in Treasury.

"Registrable Shares" means the Shares, provided that any of the foregoing shares shall cease to be Registrable Shares upon (a) any sale of such shares pursuant to (1) a registration statement filed under the Securities Act or (2) Rule 144 promulgated under the Securities Act or any other exemption from the registration requirements of the Securities Act or (b) such shares becoming eligible for sale pursuant to Rule 144 promulgated under the Securities Act.

"Securities Act: means the Securities Act of 1933 or any similar Federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"Shareholders" shall mean Brewster Kahle, WS Investment Co. 95A and Allen L. Morgan, the former holders of WAIS stock who received AOL shares in connection with the Merger.

"Sub" means and shall include AOL Acquisition Corp., a California corporation.

"WAIS" means and shall include Wide Area Information Servers, a California corporation, and its successors and permitted assigns.

Section 2. Demand Registration Rights.

(a) Within one year after the Effective Date, AOL will afford the Shareholders, as a group, one or more opportunities to register the Shareholders' Registrable Shares, resulting in aggregate net proceeds of at least \$1,000,000 in such one year period, under the Securities Act on Form S-3 or other registration forms under the Securities Act (each, a "Registration Statement") on such terms and conditions and under such manner of sale and plan of distribution (including an underwritten offering) as AOL may determine in its sole discretion; provided, however, that no such exercise of AOL's discretion shall limit AOL's obligation, which shall remain absolute, to register (as requested by the Shareholders) Registrable Shares resulting in aggregate net proceeds of not less than \$1,000,000 within one year after the Effective Date; and provided, further, that (i) the Shareholders will request their Registrable Shares to be included in any and all registrations available to them under Section 3 below within such one year period, (ii) the net proceeds from the sale of such Registrable Shares under Section 3 below within such one year period shall apply toward such \$1,000,000 obligation, (iii) such \$1,000,000 obligation shall be reduced to the extent AOL affords such Shareholders the opportunity to participate in any such offering and such Shareholders decline to participate and (iv) nothing in this Section 2(a) shall confer on the Shareholders the right to require registration of any of the Registrable Shares at any particular time during such one year period. Notwithstanding the foregoing, nothing in

subsections (i) and (iii) of the last clause of the preceding sentence shall apply to any Shareholder to the extent such Shareholder is otherwise prohibited from selling any Shares by any other agreement with AOL or Sub to which such Shareholder is a party. Additionally, no such other agreement shall be deemed to limit AOL's obligation, which shall remain absolute, to register (as requested by the Shareholders) Registrable Shares resulting in aggregate net proceeds of not less than \$1,000,000 within one year after the Effective Date. After filing any Registration Statement, AOL shall use reasonable efforts to cause such Registration Statement to become effective.

(b) In the event that (i) one or more Registration Statements are not declared effective by the Commission for any reason whatsoever or (ii) AOL withdraws the Registration Statement at any time prior to fifteen (15) days after its effectiveness because of a Suspension Event (as defined below), and up to \$1,000,000 of aggregate net proceeds have not been received from the sale of the Shareholders' Registrable Shares, at any time after one year after the Effective Date, if AOL is then eligible to file a registration statement under the Securities Act on Form S-3, the Shareholders may by written notice to AOL request that AOL register under the Securities Act the remaining Registrable Shares necessary to generate an aggregate of \$1,000,000 in net proceeds. If the Shareholders so request, AOL shall, as soon as practicable thereafter but in no event later than three (3) months following the date of such written notice, file a Registration Statement covering such remaining Registrable Shares and, after such filing, AOL shall use reasonable efforts to cause such Registration Statement to become effective and to maintain the effectiveness thereof for a period of fifteen (15) days, or until such earlier date as the Registrable Shares may be transferred without registration under the Securities Act; provided that (i) the effectiveness of the Registration Statement may be terminated earlier if and to the extent that all of the Registrable Shares thereby registered have been disposed of by the Shareholders and (ii) AOL's obligation under this Section 2 to file a Registration Statement as soon as practicable and to use reasonable efforts to cause such Registration Statement to become and remain effective shall be suspended in the event and during such period as certain circumstances exist (such circumstances being hereinafter referred to as a "Suspension Event") which would make it impractical or inadvisable in AOL's good faith opinion to file or maintain the effectiveness of a Registration Statement, but such suspension shall only continue until (a) such event is no longer continuing or (b) three (3) months after the commencement of such suspension, whichever is earlier. A Suspension Event shall include, but shall not be limited to, (i) an underwritten primary offering by AOL if AOL is advised in writing by the managing underwriter of such underwritten offering that, in its good faith judgment, the sale of securities under a Registration Statement would interfere with the successful marketing of the securities to be offered under such primary offering; (ii) pending negotiations relating to, or existence of any other event, fact or circumstance which would require disclosure by AOL in the Registration Statement of information regarding AOL or its business, business plans, financial condition or results of operations which has not previously been disclosed by AOL in a report filed under the Exchange Act or by public announcement; or (iii) the failure by the Shareholders to cooperate with AOL and to furnish to AOL all information in connection with the preparation of the Registration Statement as AOL may reasonably request. AOL shall be entitled to include in any Registration Statement filed pursuant to this Section 2 any other securities to be sold by AOL for its own account or for the account of any of AOL's other securityholders, except as and to the extent that,

the managing underwriter (if such method of disposition shall be an underwritten public offering) determines that, because of marketing factors, all of the Registrable Shares and all such other securities may not be included in the offering. AOL shall not be required to effect more than one registration pursuant to this Section 2(b).

Section 3. Piggyback Registration Rights.

If at any time within two years after the Effective Date AOL proposes for any reason to register Primary Shares or Other Shares under the Securities Act (other than on Form S-4 or Form S-8 promulgated under the Securities Act or any successor forms thereto), it shall promptly give written notice to the Shareholders of its intention so to register such shares and, upon the written request by the Shareholders, given within 30 days after delivery of such notice by AOL, to include in such registration certain of the Registrable Shares, AOL shall use its best efforts to cause all such Registrable Shares to be included in such registration on the same terms and conditions as the securities otherwise being sold in such registration, provided, however, that the rights granted hereunder shall be subject at all times to the contractual rights of any third parties previously granted; and provided further, however, that if the managing underwriter in the good faith exercise of its reasonable judgment advises AOL in writing that the inclusion of all Registrable Shares proposed to be included in such registration would interfere with the successful marketing (including pricing) of Primary Shares or Other Shares proposed to be registered by AOL, then the number of Primary Shares, Registrable Shares and Other Shares proposed to be included in such registration shall be included in the following order:

- (i) first, the Primary Shares;
- (ii) second, the Other Shares; and
- (iii) third, the Registrable Shares requested to be included in such registration, pro rata based upon the number of Registrable Shares proposed to be included in such registration.

Section 4. Terms and Conditions.

(a) All fees and expenses incurred by AOL in connection with the performance of its obligation to register the Registrable Shares pursuant to Section 2 above shall be shared equally by AOL and the Shareholders. If Registrable Shares are included in a registration pursuant to Section 3, all fees and expenses that are incurred by AOL in connection with such registration shall be borne by the Shareholders in the same proportion as such Shareholders' Registrable Shares included in such registration bear to the aggregate number of shares included in such registration. All underwriting discounts and selling commissions with respect to the Registrable Shares, if any, fees and expenses of the Shareholders or of their counsel, and transfer taxes applicable to the sale of such Registrable Shares, shall be borne by the Shareholders.

(b) The Shareholders agree, if requested by AOL and/or the representative of the underwriters underwriting an offering of Common Stock (or other securities of AOL) from time to time, not to sell or otherwise transfer or dispose of any Registrable Shares then held by the

Shareholders during such period of time following the Effective Date of any registration statement of AOL (other than any Registration Statement) filed under the Securities Act for the period of time with respect to which a majority of the executive officers of AOL agree not to sell shares of Common Stock (or other securities of AOL). Such agreement shall be in writing in a form satisfactory to AOL and such representative. AOL may impose stop-transfer instructions with respect to the Registrable Shares subject to the foregoing restriction until the end of such period.

(c) If, before receipt of the Shareholders' written request under Section 2, AOL has publicly announced its intention to register any of its securities in any underwritten public offering ("Pending Public Offering"), the Shareholders shall not make a request under Section 2 for up to ninety (90) days after the date of such public announcement. The Shareholders shall have the right to make a request under Section 2 if the registration statement for the Pending Public Offering fails to become effective within ninety (90) days of the date of such public announcement or if AOL is no longer proceeding diligently to effect such registration.

(d) AOL shall not be obligated to effect the registration of the Registrable Shares unless the Shareholders consent to such reasonable conditions as may be imposed by AOL in order to comply with its legal obligations, including but not limited to the following:

(i) conditions prohibiting the sale of Registrable Shares by the Shareholders until the registration is effective;

(ii) conditions requiring the Shareholders to company with all prospectus delivery requirements of the Securities Act and with all anti-stabilization, anti-manipulation and similar provisions of Section 10 of the Exchange Act and any rule issued thereunder by the Commission, and to furnish to AOL information about sales made in such public offering;

(iii) conditions prohibiting the Shareholders upon receipt of telecopied or written notice from AOL that is required by law to correct or update the Registration Statement or prospectus from effecting sales of Registrable Shares until AOL has completed the necessary correction or updating; and

(iv) conditions requiring the Shareholders to enter into an underwriting agreement in form and substance customary in the circumstances.

(e) Following the effectiveness of a Registration Statement, the Shareholders agree to use their reasonable efforts to sell the Registrable Shares quickly and efficiently, with a view toward minimizing the period of time during which AOL is required to use its best efforts to maintain the effectiveness of such Registration Statement.

(f) AOL shall furnish to the Shareholders forthwith upon request (i) a copy of the most recent annual or quarterly report of AOL as filed with the Commission and (ii) such other publicly filed reports and documents as the Shareholders may reasonably request in availing itself of any rule or regulation of the Commission allowing the Shareholders to sell any such Registrable Securities without registration. AOL agrees to use its best efforts to facilitate and

expedite transfers of the Shares pursuant to Rule 144 under the Securities Act, which efforts shall include timely notice to its transfer agent to expedite such transfers of Shares, and to use its best efforts to timely file all reports required to be filed with the Commission within any applicable time period (such as Form 10-K, Form 10-Q and Form 8-K).

(g) Whenever under the preceding actions of this Agreement AOL is required hereunder to register Registrable Shares, it agrees that it shall also do the following:

(i) furnish to the Shareholders such copies of each preliminary and financial prospectus and such other documents as the Shareholders may reasonably request to facilitate the public offering of their Registrable Shares;

(ii) use its best efforts to register or qualify the Registrable Shares covered by said registration statement under the applicable securities or "blue sky" laws of such jurisdictions as the Shareholders may reasonably request; provided, however, that AOL shall not be obligated to qualify to do business in any jurisdictions where it is not then so qualified or to take any action which would subject it to local taxation or the service of process in suits other than those arising out of the offer or sale of the securities covered by the registration statement in any jurisdiction where it is not then so subject or to conform the composition of its assets at the time to the securities or "Blue Sky" laws of any jurisdiction;

(iii) permit the Shareholders or their counsel or other representatives to inspect and copy such corporate documents and records as may reasonably be requested by them, after reasonable advance notice and without undue interference with the operation of AOL's business;

(iv) furnish to the Shareholders a copy of all documents filed with and all correspondence from or to the Commission in connection with any such offering of securities;

(v) use its best efforts to comply with the applicable requirements of the National Association of Securities Dealers, Inc.; and

(vi) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission.

Whenever under the preceding Sections of this Agreement the Shareholders are registering Registrable Shares pursuant to any registration statement, the Shareholders agree to timely provide to AOL, at its request, such written information and materials as AOL may reasonably request in order to effect the registration of such Registrable Shares.

Section 5. Indemnification.

(a) In the event that AOL registers any of the Registrable Shares under the Securities Act, AOL will indemnify and hold harmless the Shareholders and each underwriter of the Registrable Shares (including their officers, directors, affiliates and partners) so registered (including any broker or dealer through whom such shares may be sold) and each Person, if any, who controls the Shareholders or any such underwriter within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities, joint .

or several, to which they or any of them become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, as incurred, and, except as hereinafter provided, will reimburse the Shareholders, each such underwriter and each such controlling Person, if any, for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, as incurred, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement under which such Securities were registered under the Securities Act, in any preliminary or amended preliminary prospectus or in the final prospectus (or the registration statement or prospectus as from time to time amended or supplemented by AOL) or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they were made, not misleading, or any violation by AOL of any rule or regulation promulgated under the Securities Act or any state securities laws applicable to AOL and relating to action or inaction required of AOL in connection with such registration, unless (i) such untrue statement or omission was made in such registration statement, preliminary or amended preliminary prospectus or final prospectus in reliance upon and in conformity with information furnish in writing to AOL in connection therewith by the Shareholders, such underwriter or such controlling Person expressly for use therein, or unless (ii) in the case of a sale directly by the Shareholders (including a sale of such Registrable Shares through any underwriter retained by the Shareholders to engage in a distribution solely on behalf of the Shareholders, such untrue statement or alleged untrue statement or omission or alleged omission was contained in a preliminary prospectus and corrected in a final or amended prospectus copies of which were delivered to the Shareholders or such underwriter on a timely basis, and the Shareholders failed to deliver a copy of the final or amended prospectus at or prior to the confirmation of the sale of the Registrable Shares to the person asserting any such loss, claim, damage or liability in any case where such delivery is required by the Securities Act.

Promptly after receipt by the Shareholders, any underwriter or any controlling Person, of notice of the commencement of any action in respect of which indemnity may be sought against AOL, the Shareholders or such underwriter or such controlling Person, as the case may be, will notify AOL in writing of the commencement thereof; provided, however, that failure to so notify AOL shall not relieve AOL from any liability it may have hereunder, unless and only to the extent that such omission results in the forfeiture of substantive rights or defenses by the indemnifying party, and, subject to the provisions hereinafter stated, AOL shall be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Shareholders, such underwriter or such controlling Person, as the case may be), and the payment of expenses insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against AOL.

The Shareholders, any such underwriter or any such controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel subsequent to any assumption of the defense by AOL shall not be at the expense of AOL unless the employment of such counsel has been specifically authorized in writing by AOL.

At any time, the Shareholders may select separate counsel and assume their own legal defense and participate in the defense of such actions, with the expenses and fees of such separate counsel and other expenses related to such separate counsel to be borne by the Shareholders electing separate counsel. AOL shall not be liable to indemnify any Person for any settlement of any such action effected without AOL's written consent. AOL shall not, except with the approval of each party being indemnified under this Section 5, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the parties being so indemnified of a release from all liability in respect to such claim or litigation.

The indemnity provided in this Section 5 shall survive the transfer of any Registrable Shares by the Shareholders or any termination of this Agreement.

(b) In the event that AOL registers any of the Registrable Shares under the Securities Act, the Shareholders so registered will indemnify and hold harmless AOL, each of its directors, each of its officers who have signed or otherwise participated in the preparation of the registration statement, each underwriter of the Registrable Shares so registered (including any broker or dealer through whom such of the shares may be sold) and each Person, if any, who controls AOL within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, applicable state securities laws or under any other statute or at common law or otherwise, and, except as hereinafter provided, will reimburse AOL and each such director, officer, underwriter or controlling Person for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, insofar as such loss, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue statement of a material fact contained in the registration statement, in any preliminary or amended preliminary prospectus or in the final prospectus (or in the registration statement or prospectus as from time to time amended or supplemented) or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only to the extent that any such statement or omission was made in reliance upon and in conformity with information furnished with writing to AOL in connection therewith by the Shareholders expressly for use therein.

Promptly after receipt of notice of the commencement of any action in respect of which indemnity may be sought against the Shareholders, AOL will notify the Shareholders in writing of the commencement thereof; provided, that failure to so notify the Shareholders shall not relieve the Shareholders from any liability they may have hereunder, and the Shareholders shall, subject to the provisions hereinafter stated, be entitled to assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to AOL) and the payment of expenses insofar as such action shall relate to the alleged liability in respect of which indemnity may be sought against the Shareholders. AOL and each such director, officer, underwriter or controlling Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel subsequent to any assumption of the defense by the Shareholders shall not be at the expense of the Shareholders unless employment of such counsel has been specifically authorized in writing

by the Shareholders. The Shareholders shall not be liable to indemnify any Person for any settlement of any such action effected without the Shareholders' written consent.

(c) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which AOL or the Shareholders exercising their rights under this Agreement make a claim for indemnification pursuant to this Section 5, but it is judicially determined (by the entry or a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding that this Section 5 provides for indemnification, in such case, then, AOL and the Shareholders will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of AOL on the one hand and of the Shareholders on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations or, if the allocation provided herein is not permitted by applicable law, in such proportion as shall be appropriate to reflect the relative benefits received by AOL and the Shareholders from the offering of the Securities covered by such registration statement. The relative fault of AOL on the one hand and of the Shareholders on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact of omission or alleged omission to state a material fact relates to information supplied by AOL on the one hand or by the Shareholders on the other, and each party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

Section 6. Rights and Liabilities Among the Shareholders.

All actions, consents, notices, elections, etc. to be taken hereunder by the Shareholders shall be taken by Mr. Kahle on behalf of all of the Shareholders and AOL shall be entitled to rely on any document from Mr. Kahle purporting to represent the interests of the Shareholders. Any rights and liabilities pursuant to this Agreement shall be several and not joint among the Shareholders in accordance with their relative shareholdings.

Section 7. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of the parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable.

Section 8. Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to its conflicts of law principles.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

AMERICA ONLINE, INC.

By: _____

Brewster Kahle

Name: _____

Title: _____

Allen L. Morgan

WS Investment Co. 95A

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

EXHIBIT 8.5
OPINION OF COUNSEL FOR WAIS

May ___, 1995

America Online, Inc.
8619 Westwood Center Drive
Vienna, Virginia 22182-2285

Ladies and Gentlemen:

We have acted as counsel to Wide Area Information Servers, Inc., a California corporation (the "Company"), in connection with the merger (the "Merger") of AOL Acquisition Corp., a California corporation ("Acquisition Sub") and wholly-owned subsidiary of America Online, Inc., a Delaware corporation ("Parent"), with and into the Company, pursuant to the Agreement and Plan of Reorganization dated as of May 12, 1995, among Parent, Acquisition Sub, the Company and certain shareholders of the Company (the "Reorganization Agreement"), the Affiliates Agreements, dated on or before the date hereof, between AOL and certain affiliates of the Company, and the Agreement of Merger dated the date hereof (the "Agreement of Merger"), between Acquisition Sub and the Company. This opinion is being furnished to you pursuant to Section 8.5 of the Reorganization Agreement. Unless otherwise defined herein, the capitalized terms used in this opinion shall have the meanings ascribed thereto in the Reorganization Agreement.

In connection with rendering the opinions set forth below, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the Reorganization Agreement, the Agreement of Merger, and the WAIS Ancillary Agreements to which the Company is a party, and such other documents, records, certificates and instruments as we have deemed necessary or appropriate for the purpose of rendering the opinions set forth below.

In our examination, we have assumed (a) the genuineness of all signatures of, and the authority of persons, signing all documents in connection with which this opinion is rendered, (b) the authenticity of all documents submitted to us as originals and (c) the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of all originals of such documents. In rendering the opinions set forth below, we have assumed (i) the corporate power and authority of all parties (other than the Company) to enter into, and perform their obligations under, the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements, (ii) the due authorization, execution and delivery of the Reorganization Agreement, the Agreement of Merger, and the WAIS Ancillary Agreements by all parties thereto (other than the Company, its shareholders, its affiliates and the representative under the Escrow Agreement), and (iii) that the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements are each the valid, binding and enforceable obligations of all parties thereto (other than the Company, its shareholders, its affiliates and the representative under the

America Online, Inc.

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Escrow Agreement) and are enforceable against such parties in accordance with their respective terms.

In rendering the opinions set forth below, we have relied, as to matters of fact, solely upon and assumed the accuracy of, without independent investigation, the representations and warranties of the Company and Mr. Brewster Kahle contained in the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements, upon certificates of officers of the Company and Mr. Kahle and upon certificates of public officials (the "Company Factual Representations"). As used in this opinion, the expression "to our knowledge", "known to us" or similar language with reference to matters of fact means that, after an examination of the Company Factual Representations but without any further independent factual investigation, we find no reason to believe that the opinions expressed herein are factually incorrect. Further, the expression "to our knowledge", "known to us" or similar language with reference to matters of fact refers to the current actual knowledge of the attorneys of this firm who have worked on matters for the Company. Except to the extent expressly set forth herein or as we otherwise believe to be necessary to our opinion, we have not undertaken any independent investigation to determine the existence or absence of any fact, and no inference as to our knowledge of the existence or absence of any fact should be drawn from our representation of the Company or the rendering of the opinion set forth below.

For purposes of this opinion, we are assuming that AOL and Sub have all requisite power and authority, and have taken any and all necessary corporate action, to execute and deliver the Reorganization Agreement and the Merger Agreement, and we are assuming that the representations and warranties made by AOL and Sub in the Reorganization Agreement pursuant thereto are true and correct.

With respect to our opinion in paragraph 5 as to statutes, law, ordinances, rules or regulations applicable to the Company, we have not conducted any special investigation as to statutes, laws, ordinances, rules or regulations and our opinion with respect thereto is limited to such California corporation and United States statutes, laws, ordinances, rules and regulations as in our experience are generally applicable to transactions of the sort contemplated by the Reorganization Agreement.

With respect to our opinion in paragraph 7 regarding pending or threatened litigation, we have relied solely on an inquiry of attorneys within our firm who perform services for the Company, written representations made to us by officers of the Company and an examination of our files regarding the Company and we have not made any examination of public records (including, without limitation, the plaintiff or defendant indices of any state or federal courts).

The opinions hereinafter expressed are subject to the following qualifications:

America Online, Inc.

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a. We express no opinion as to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or other similar federal or state laws affecting the rights of creditors;

b. We express no opinion as to the effect of rules of law governing specific performance, injunctive relief or other equitable remedies (regardless of whether any such remedy is considered in a proceeding at law or in equity);

c. We express no opinion as to compliance with the anti-fraud provisions of applicable securities laws;

d. In addition to the qualifications set forth above in subparagraphs a, b and c, we express no opinion as to the enforceability of Section 10 of the Reorganization Agreement or Section 1 of the Escrow Agreement insofar as the enforceability of indemnification or contribution provisions in such agreements may be deemed inconsistent with public policy;

e. We are members of the Bar of the State of California and we express no opinion as to any matter relating to the laws of any jurisdiction other than the federal laws of the United States of America and the laws of the State of California. We do not express any opinion as to any other law.

Except as otherwise indicated, all opinions herein are rendered as of the time immediately preceding the Effective Time.

Based upon and subject to the foregoing and the WAIS Schedule of Exceptions to the Reorganization Agreement, it is our opinion that:

1. The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of California, (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and as proposed to be conducted, to enter into the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements to which the Company is a party, to perform its obligations thereunder and to consummate the transactions contemplated thereby and (iii) is duly qualified and in good standing to do business in those jurisdictions listed on the WAIS Schedules and in all other jurisdictions where the failure to be so qualified and in good standing could reasonably be expected to have a material adverse effect on the business, properties, liabilities, assets, operations, results of operations, condition (financial or otherwise), prospects or affairs of the Company.

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2. The authorized capital stock of the Company consists of Fifteen Million (15,000,000) shares of Common Stock, of which 7,525,000 shares are outstanding (the "Company Stock"). The Company has reserved 2,250,000 shares of Common Stock for issuance to employees, directors and consultants of the Company under its 1994 Option Plan (collectively, the "Company Options").

3. All outstanding shares of Company Stock are validly issued and outstanding, and to our knowledge, fully paid, non-assessable and not subject to preemptive rights. The WAIS Schedules, to our knowledge after due inquiry, set forth a true and complete list of the holders of shares of Company Stock and the number and class or series of such shares owned of record and beneficially by each such holder, and set forth a true and complete list of the Company Options outstanding as of the date hereof, including the name of each holder thereof, and the class and number of shares of Company Stock subject to each such Company Option. To our knowledge, there is no liability for dividends accrued but unpaid on the Company's capital stock. Except as set forth in the WAIS Schedules and except for the WAIS Ancillary Agreements and other agreements executed in connection with this Merger, to our knowledge, there are no voting trusts, other options, warrants, conversion privileges, voting agreements, proxies, preemptive rights, first refusal rights, first offer rights, co-sale rights, transfer restrictions or other agreements, instruments or understandings (whether written or oral, formal or informal) with respect to the voting, transfer, acquisition, or disposition of Company Stock to which the Company is a party or by which it is bound, or, to our knowledge, among or between any persons other than the Company.

4. The execution, delivery and performance of the Reorganization Agreement and the Agreement of Merger and the WAIS Ancillary Agreements to which the Company and Mr. Kahle are parties and the consummation of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action on the part of the Company; and the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements to which the Company and Mr. Kahle are parties have been duly and validly executed and delivered by the Company and Mr. Kahle, as appropriate, and the Reorganization Agreement, the Agreement of Merger and the WAIS Ancillary Agreements to which they are parties are valid and binding obligations of the Company and Mr. Kahle, as appropriate, enforceable against the Company and Mr. Kahle, as appropriate, in accordance with their respective terms.

5. Neither the execution, delivery and performance of the Reorganization Agreement, the Agreement of Merger or the WAIS Ancillary Agreements nor the consummation by the Company or Mr. Kahle of the transactions contemplated thereby, except as referred to in Section 2.5 of the WAIS Schedules, nor compliance by the Company or Mr. Kahle with any provision thereof will (A) materially conflict with, (B) result in any material violation of, (C) cause a material default under (D) give rise to a right of termination, (with or without due notice, lapse of time or both).

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amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under or (E) result in the creation of any lien, charge or encumbrance on or against any assets, rights or property of the Company under any term, condition or provision of (x) any material instrument or agreement listed on the WAIS Schedules to which the Company is a party, or by which the Company or any of its properties, assets or rights may be bound, (y) any law, statute, rule, regulation or, to our knowledge, any order, writ, injunction, decree, permit, concession, license or franchise of any governmental agency or authority applicable to the Company or any of its properties, assets or rights or (z) the Company's Articles of Incorporation or bylaws.

6. Except as contemplated by the Reorganization Agreement, the Agreement of Merger, or the WAIS Schedules, no permit, authorization, consent or approval of or by, or any notification of or filing with, any Federal or California governmental agency or authority is required by or on behalf of the Company in connection with the execution, delivery and performance by the Company of the Reorganization Agreement or the Agreement of Merger or the consummation of the transactions contemplated thereby, except for (i) the filing of the Agreement of Merger and the related officer's certificates with the Secretary of State of the State of California and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business and (ii) such other consents, waivers, authorizations, filings, approvals and registrations which if not obtained or made would not have a Material Adverse Effect on the Company or materially impair the ability of the Company or Mr. Kahle, individually, and as the representative of the Company's shareholders (with respect only to the Escrow Agreement), to consummate the transactions contemplated by the Reorganization Agreement or the Agreement of Merger, including, without limitation, the Merger.

7. Except as disclosed in the WAIS Schedules, to our knowledge, there are no (i) actions, suits, claims, investigations or legal or administrative or arbitration proceedings pending or threatened against or affecting the Company or Mr. Kahle, whether at law or in equity, or before or by any Federal, state, municipal, foreign or other governmental court, department, commission, board, bureau, agency or instrumentality, (ii) judgments, decrees, injunctions or orders of any Federal or California governmental agency or authority or arbitrator against the Company or Mr. Kahle or (iii) disputes with customers or vendors.

8. Mr. Kahle has full power and authority to act on behalf of the shareholders of the Company as to matters set forth in the Escrow Agreement, and to execute, deliver and perform the Escrow Agreement; and the Escrow Agreement has been duly executed and delivered by Mr. Kahle as the representative of the Company's shareholders and constitutes the valid and binding obligation of Mr. Kahle enforceable against Mr. Kahle as the representative of the shareholders of the Company.

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9. The affirmative vote or consent of the holders of a majority of the outstanding shares of the Company's Common Stock, voting as a single class, approving the Merger, the Reorganization Agreement, the Agreement of Merger and the material transactions contemplated thereby has been duly obtained and constitutes the only votes or consents of the holders of any class or series of the Company's capital stock necessary to approve the Reorganization Agreement, the Agreement of Merger and each of the WAIS Ancillary Agreements and the transactions contemplated thereby.

10. The Agreement of Merger together with the Certificate of the Secretary of Acquisition Sub and the Certificate of the Secretary of the Company are in due and proper form to effect the Merger. Upon the due and proper filing of the Agreement of Merger together with the Certificate of the Secretary of Acquisition Sub and the Certificate of the Secretary of the Company with the Office of the Secretary of State of the State of California, the Merger will become effective.

11. No person is or will be entitled to appraisal rights of dissenting shareholders or, as such, to object to or dissent from the Merger as provided in the California General Corporation Law or assert any such rights or claims thereunder with respect to the Merger.

This opinion is intended solely for the benefit of the Company for the purposes of Section 8.5 of the Reorganization Agreement and is not to be used by the Parent or Acquisition Sub for any other purpose or made available to or relied upon by any other person, firm or entity, without our prior written consent.

Very truly yours,

WILSON, SONSINI, GOODRICH & ROSATI
Professional Corporation

EXHIBIT 8.11
CONTINUITY OF INTEREST CERTIFICATE

CONTINUITY OF INTEREST CERTIFICATE

This Certificate is delivered in connection with the Agreement and Plan of Reorganization (the "Merger Agreement"), dated as of May __, 1995, among America Online, Inc., a Delaware corporation ("AOL"), AOL Acquisition Corp., a California corporation ("Sub"), and Wide Area Information Servers, Inc., a California corporation ("WAIS"), which provides for the merger of Sub with and into WAIS (the "Merger"). The undersigned shareholder of WAIS, in connection with the Merger and the issuance by AOL pursuant to the Merger of AOL Common Stock in exchange for WAIS Common Stock, hereby represents and certifies as follows:

1. The undersigned understands that one condition to having the Merger qualify as a tax-free reorganization for Federal income tax purposes is that shareholders of WAIS must retain a continuing interest in WAIS through their ownership of shares of AOL Common Stock received in exchange for WAIS Common Stock, and that the purpose of this Certificate is to determine whether such shareholder continuity of interest requirement will be satisfied with respect to the Merger.

2. The undersigned understands that AOL and WAIS, and the other shareholders of WAIS, may be relying on the truthfulness and accuracy of the representations of the undersigned set forth in this Certificate for purposes of determining whether to consummate the Merger and the income and other tax consequences of the Merger.

3. The undersigned, after due inquiry of any agent with discretionary power to transfer the undersigned's AOL Common Stock, agrees and represents as follows:

a. The undersigned has no plan or intention (a "Plan") to engage in a sale, exchange, transfer, distribution (including a distribution by a partnership to its partners or by a corporation to its shareholders), redemption, reduction in any way of the undersigned's risk of ownership by short sale or otherwise, or other disposition, directly or indirectly (such actions being collectively referred to herein as a "Sale") of any of the shares of AOL Common Stock to be received by the undersigned in the Merger, except that the undersigned has a Plan to sell up to \$1,000,000 of the undersigned's AOL Common Stock within one year after the closing of the Merger.

b. The undersigned is not aware of, or participating in, any Plan on the part of the shareholders of WAIS to engage in a Sale or Sales of any of the AOL Common Stock to be received in the Merger such that the aggregate fair market value, as of the Effective Date of the Merger (as defined by the Merger Agreement), of the shares subject to such Sales would exceed fifty percent (50%) of the aggregate fair market value of all shares of WAIS Common Stock outstanding immediately prior to the Merger. For purposes of the preceding sentence, shares of WAIS Common Stock (or the portion thereof) (i) with respect to which a WAIS shareholder receives consideration in the Merger other than AOL Common Stock

(including, without limitation, cash received pursuant to the exercise of dissenters' or appraisal rights, if any, or in lieu of fractional shares of AOL Common Stock) or (ii) with respect to which a Sale occurs prior to and in contemplation of the Merger, shall be considered shares of outstanding WAIS Common Stock exchanged for AOL Common Stock in the Merger and then disposed of pursuant to a Plan.

c. The undersigned has no present plan or intention to engage in a sale of WAIS Common Stock, other than pursuant to the Merger, or to exercise dissenters' or appraisal rights, with respect to the Merger, if any.

d. The undersigned has not acquired or made any sale of WAIS Common Stock in contemplation of the Merger.

e. Notwithstanding the foregoing provisions of this Paragraph 3, the undersigned acknowledges that the undersigned will be holding the AOL Common Stock with an investment intent and, therefore, in the event of a change in circumstances (including a change in the undersigned's personal or financial circumstances or a change in the value of the AOL Common Stock), the undersigned may at some time in the future engage in a Sale of the AOL Common Stock.

4. The undersigned does not intend to take a position on any Federal or state income tax return that is inconsistent with the treatment of the Merger as a reorganization for Federal or state income tax purposes.

5. Except to the extent written notification to the contrary is received by WAIS from the undersigned prior to the Merger, the representations contained herein shall be true and correct at all times from the date hereof through the date the Merger occurs. The undersigned will immediately notify the Chief Financial Officer of WAIS in writing via facsimile, with a copy via U.S. mail, in the event that the representations contained herein are not true and correct at any time prior to the Merger.

6. The undersigned has consulted such legal and financial counsel as the undersigned deemed appropriate in connection with the execution of this Certificate.

7. The undersigned owned 7,500,000 shares of WAIS Common Stock (as adjusted for WAIS's three-for-one stock split) on November 1, 1994, and owns 7,500,000 shares of WAIS Common Stock as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Certificate as of this _____ day of May, 1995.

Brewster Kahle, individually

EXHIBIT 8.12
NONCOMPETITION AGREEMENTS

NONCOMPETITION AND NONSOLICITATION AGREEMENT

This NONCOMPETITION AND NONSOLICITATION AGREEMENT ("Agreement") is made as of May __, 1995 among America Online, Inc., a Delaware corporation ("AOL"), AOL Acquisition Corp., a California corporation ("Sub"), and _____ ("Participant").

RECITALS

A. This Agreement is entered into in connection with an Agreement and Plan of Reorganization (the "Plan") dated as of May __, 1995, among AOL, Sub and Wide Area Information Servers, Inc., a California corporation ("WAIS"), pursuant to which Sub is to merge with and into WAIS. The effective date of this Agreement will be the date the merger becomes effective under the terms of the Plan (the "Effective Date"). Should the Plan be terminated prior to the effectiveness of the merger, this Agreement shall be of no further force or effect.

B. Participant is the _____ of WAIS and has been actively involved in the operations of WAIS. To preserve and protect the intangible assets of WAIS, including WAIS's good will, customers and trade secrets of which Participant has knowledge, and in consideration for AOL's and Sub's entering into and performing under the Plan, the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing background and the mutual agreements of the parties contained herein, AOL, Sub and Participant hereby agree as follows:

1. Covenant.

(a) From the Effective Date until the expiration of the Non-Compete Period (as hereinafter defined), Participant shall not, directly or indirectly, individually or as an employee, partner, officer, director or shareholder or in any other capacity whatsoever of or for any person, firm, partnership, company or corporation other than AOL or its subsidiaries (i) own, manage, operate, sell, control or participate in the ownership, management, operation, sales or control of or be connected in any manner with any business engaged in (A) publishing intellectual property on the Internet, or (B) the design, research, development, marketing, sales, or licensing of, or any systems integration, consulting or other services relating to or competitive with any computer program or products created, distributed or known by Participant to be under development by AOL or any of its subsidiaries or by WAIS prior to the termination of Participant's employment with AOL and its subsidiaries, or (ii) recruit, attempt to hire, solicit, assist others in recruiting or hiring, or refer to others concerning employment of, any person who is or was, an employee of WAIS or AOL or any of its subsidiaries or induce or attempt to induce any such employee to terminate his or her employment with WAIS, AOL or any of its subsidiaries; provided that, if Participant's employment with AOL and its subsidiaries is

terminated without cause by AOL and/or its subsidiaries, then during the period following such termination through and including the expiration of the Non-Compete Period, AOL shall (A) pay or cause to be paid to Participant an amount equal to the same base salary and provide the same benefits, excluding bonuses, as paid and provided to Participant by AOL or its subsidiaries at the time of such termination, on the same terms, including timing of payments and otherwise, as said amounts were paid and benefits provided to Participant during Participant's employment with AOL or its subsidiaries and (B) shall continue the vesting of Participant's stock options on the same basis as such stock options vested while Participant was employed by AOL or its subsidiaries. Notwithstanding anything else to the contrary in this Agreement, this Agreement (other than Section 2 hereof) shall terminate upon the earlier of (i) the third anniversary of the Effective Date and (ii) the later of (A) the second anniversary of the Effective Date and (B) the first anniversary of Participant's termination of employment as an employee of AOL and its subsidiaries (the "Non-Compete Period").

(b) The foregoing restrictions will not apply to Participant's personal investments in publicly traded corporations regardless of the business they are engaged in, provided that Participant does not at any time own in excess of one percent (1%) of the issued and outstanding stock of any such corporation.

2. Other Agreements. Participant represents that Participant has no other agreements or commitments that would hinder the performance of Participant's obligations under this Agreement and Participant will not enter into any such agreements. Participant will indemnify AOL and hold it harmless from any claims, damages, losses and expenses incurred by AOL as a result of any breach of Participant's representations and obligations under this Section 2.

3. AOL Agreements. Participant shall enter into AOL's standard Confidentiality, Non-Competition and Proprietary Rights Agreement, which is attached hereto as Exhibit A; provided that Sections 10, 13 and 14 shall be deleted from such agreement as to Participant.

4. No Obligation to Employ. Nothing in this Agreement shall confer or be deemed to confer on Participant any right to continue in the employ of, or to continue in any other relationship with AOL, Sub or any parent, subsidiary or affiliate of AOL or Sub, or limit in any way the right of AOL or Sub or any parent, subsidiary or affiliate of AOL or Sub to terminate Participant's employment or other relationship at any time, with or without cause.

5. Remedy. Because Participant's breach of Section 1 of this Agreement will cause AOL irreparable harm for which money is inadequate compensation, AOL will be entitled to immediate injunctive and other preliminary and equitable relief against any material breach or threatened breach of this Agreement, in addition to damages and any other available remedies.

6. Assignment; Successors. Due to the unique nature of the services to be provided hereunder, Participant may not delegate his or her duties under this Agreement. This Agreement is binding upon and inures to the benefit of AOL and Sub and their successors and assigns.

7. Modification. This Agreement may be modified or amended only by a writing signed by AOL, Sub and Participant.

8. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws.

9. Severability. If any provision of this Agreement is to any extent invalid under applicable law, that provision shall be enforced to the extent permissible, and the remaining provisions of this Agreement shall continue in full force and effect.

10. Non-Waiver. No failure to delay by AOL or Participant in exercising any right or remedy under this Agreement shall waive any provision of this Agreement, nor shall any single or partial exercise by AOL or Participant of any right or remedy under the Agreement preclude any of them from otherwise or further exercising these rights or remedies, or any other rights or remedies by law or any related documents.

11. Captions. The headings in this Agreement are for convenience only and do not effect interpretation of this Agreement.

12. Entire Agreement. This Agreement, together with attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations, agreements or other commitments.

13. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, or sent by facsimile, certified first class and hand delivered, or sent by facsimile, certified or registered first class mail, postage pre-paid, or sent by an internationally recognized express courier service. Such notices and other communications shall be effective upon receipt if personally delivered or on the next business day if sent by facsimile, three (3) business days after mailing if sent by mail, and one (1) business day after dispatch if sent by express courier, to the following addresses, or such other addresses as either party shall notify the other party:

If to AOL:	America Online, Inc. 8619 Westwood Center Drive Vienna, VA 22182 Attn: Ellen M. Kirsh, Esq., General Counsel
If to Participant:	At the address listed on the signature page hereto.

14. Attorneys' Fees. In the event of any claim, demand arbitration or suit arising out of or with respect to this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees, including any such costs and fees upon appeal.

15. Arbitration Agreement. Any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to arbitration on the written request of one party by the service of that

request on the other party. Such arbitration shall be held under the California Code of Civil Procedure, section 1280 et. seq., as amended.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of the parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable.

IN WITNESS WHEREOF, this parties hereto have signed this Agreement as of the date first written above.

AMERICA ONLINE, INC.

PARTICIPANT

By: _____

Print Name _____

Name:

Title:

Signature _____

AOL ACQUISITION CORP.

Address:

By: _____

Name:

Title:

[SIGNATURE PAGE TO NONCOMPETITION AND NONSOLICITATION AGREEMENT]



EXHIBIT A

Confidentiality/Non-Competition/Proprietary Rights Agreement

In consideration for the agreement of America Online, Inc. ("America Online") to employ me and as a condition to my continued employment by America Online, I hereby agree as follows:

1. I acknowledge that I may be furnished or may otherwise receive or have access to information which relates to America Online's past, present or future products, software, research, development, improvements, inventions, processes, techniques, designs or other technical data, or regarding administrative, management, financial, marketing or manufacturing activities of America Online or of a third party which provided proprietary information to America Online on a confidential basis. All such information, shall be considered by America Online as proprietary and confidential ("Proprietary Information").
2. Both during and after the term of this Agreement, I agree to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to me before this Agreement is signed or afterward. In addition, I shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of America Online without a need to know, (ii) remove Proprietary Information from America Online's premises, or (iii) use Proprietary Information for my own benefit or for the benefit of any third party.
3. The foregoing obligations shall not apply to any information which I can establish to have (i) become publicly known without breach of this Agreement by me; (ii) been given to me by a third party who is not obligated to maintain confidentiality; or (iii) been developed by me prior to the date this Agreement is signed, as established by documentary evidence. If I receive information with uncertain confidentiality, I agree to treat such information as Proprietary Information until I have verification from management that such information is neither confidential nor proprietary.
4. All Proprietary Information used or generated during the course of working for America Online is the property of America Online. I agree to deliver to America Online all documents and other tangibles (including diskettes and other storage media) containing Proprietary Information upon termination of my employment with America Online or otherwise within three (3) days after America Online so requests.
5. I acknowledge and agree that all writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by me in the course of performing services for America Online, together with any copyrights on those writings or works of authorship, are works made for hire and the property of America Online. To the extent that any such writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by me to America Online of the ownership of, and all rights of copyright in such items, and America Online shall have the right to obtain and hold in its own name, all rights of copyright, copyright registrations and similar protections which may be available in the works. I agree to give America Online or its assignees all assistance reasonably required to perfect such rights.

6. I shall and hereby do assign to America Online my entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how, patentable or not, hereafter made or conceived solely or jointly by me while working for America Online, which relates in any manner to the actual or anticipated business or research and development of America Online or is suggested by or results from any task assigned to me or work performed by me for or on behalf of America Online or for which America Online equipment, supplies, facilities, information or materials are used. I shall disclose any such invention, technique, process, device, discovery, improvement or know-how promptly, and execute a specific assignment of title to America Online, and do anything else reasonably necessary to enable America Online to secure patent, trade secret or any other proprietary rights in the United States or foreign countries.

7. Any inventions I have made or conceived before my employment with America Online are listed and described below. These items are excluded from this Agreement.

8. I understand that I may continue to work on, and retain rights to, projects of my own interest outside of America Online provided that (i) they do not fall under paragraphs 5 or 6 above; (ii) they do not interfere in any way with my time at work for America Online; and (iii) should any products with potential commercial application result from any such project, America Online shall be given the right of right refusal to purchase and market such products.

9. I shall not submit any article for publication, or deliver any public speech that contains any information relating to the business of the Company or that identifies me as an employee or representative of the Company without receiving the prior written consent of an officer of America Online.

10. During the term of my employment by America Online and for a period of one year after the termination of my employment for any reason but not less than three years from the date of this agreement, I will not, within the United States or any other country in which America Online or a licensee of America Online is then operating or preparing to operate, directly or indirectly, own, manage, operate, join, control, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, any business of the type and character of business engaged in by America Online at the time of such termination.

11. I represent and warrant that: (i) I am able to enter into this Agreement and that such ability is not limited or restricted by any agreements or understandings between me and other persons or companies; (ii) I will not disclose to America Online or its clients, or induce America Online to use or disclose, any proprietary information or material belonging to others, except with the written permission of the owner of such information or material; and (iii) any information, materials or products I develop for, or any advice I provide to, America Online shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by me from sources other than America Online. I hereby agree to indemnify and hold America Online harmless from and against any and all damages, claims, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from the breach of any agreement or understanding between me and another person or company including, but not limited to, liability arising from any confidential or proprietary information or trade secrets I have obtained from sources other than America Online.

12. I will fully comply, and do all things necessary for America Online to fully comply, with all appropriate U.S. Government laws and regulations, and with the provisions of contracts between America Online and the agencies of the U.S. Government or contractors, which relate to patent rights, technical data, or to the safeguarding of information and material.

13. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not attempt, either directly or indirectly, to induce or attempt to influence any employee of America Online to leave America Online's employ.

14. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not solicit business from any of America Online's customers, either directly or indirectly, for the benefit of anyone other than America Online or participate or assist in any way in the solicitation of business from any such customers as an employee of or consultant to another entity, unless the business being solicited is not competitive with the services provided by America Online to such customers.

15. I acknowledge and agree that:

a) (i) my contractual obligations under paragraphs 2, 10, 11, 13 and 14 have a unique and very substantial value to America Online, (ii) I have sufficient assets and other skills to provide a reasonable livelihood for myself while such paragraphs are in force, and (iii) I am subject to immediate dismissal by America Online for any breach of those provisions and that such dismissal shall not relieve me from my continuing obligations under this Agreement or from the imposition by a court of any judicial remedies, such as money damages or equitable enforcement of those provisions.

b) the terms and provisions of this Agreement are applicable to all information and materials developed for, or any advice provided to, America Online prior to the signing of this Agreement; and

c) the termination of my employment with America Online, for any reason, shall not relieve me from complying with the undertakings and agreements contained herein, which call for performance prior or subsequent to the termination date, including, but not limited to those undertakings and agreements set forth in paragraphs 2, 4, 10, 11, 13 and 14.

16. Should I be found liable for any action taken to enforce this Agreement, I will reimburse the Company for its reasonable attorneys' fees and court costs.

17. No act or failure to act by America Online will waive any right contained herein. Any waiver by America Online must be in writing and signed by an officer of America Online to be effective.

18. This Agreement shall be binding on my heirs, executors and administrators and on successors and assigns of America Online; however, I shall not have the right to assign this Agreement.

19. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable force and effect.

20. This Agreement shall be governed by the laws of the Commonwealth of Virginia as such laws are applied to contracts executed by Commonwealth of Virginia residents and performed entirely within the Commonwealth of Virginia.

21. This document constitutes my entire Agreement with America Online with respect to its subject matter, superseding any prior negotiations and agreements. This Agreement may not be changed in any respect, except by a written agreement signed by both myself and an officer of America Online.

22. All remedies provided herein are cumulative and in addition to all other remedies which may be available at law or in equity.

Witness

Signature

Date

Print Name

Date:

For America Online, Inc.

Signature

Title

Date

Prior inventions to be excluded from this Agreement are listed and briefly described below:

NONCOMPETITION AND NONSOLICITATION AGREEMENT

This NONCOMPETITION AND NONSOLICITATION AGREEMENT ("Agreement") is made as of May __, 1995 among America Online, Inc., a Delaware corporation ("AOL"), AOL Acquisition Corp., a California corporation ("Sub"), and Brewster Kahle ("Participant").

RECITALS

A. This Agreement is entered into in connection with an Agreement and Plan of Reorganization (the "Plan") dated as of May __, 1995, among AOL, Sub and Wide Area Information Servers, Inc., a California corporation ("WAIS"), pursuant to which Sub is to merge with and into WAIS. The effective date of this Agreement will be the date the merger becomes effective under the terms of the Plan (the "Effective Date"). Should the Plan be terminated prior to the effectiveness of the merger, this Agreement shall be of no further force or effect.

B. Participant is the President of WAIS and has been actively involved in the operations of WAIS. To preserve and protect the intangible assets of WAIS, including WAIS's good will, customers and trade secrets of which Participant has knowledge, and in consideration for AOL's and Sub's entering into and performing under the Plan, the parties hereto enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing background and the mutual agreements of the parties contained herein, AOL, Sub and Participant hereby agree as follows:

1. Covenant.

(a) From the Effective Date until the expiration of the Non-Compete Period (as hereinafter defined), Participant shall not, directly or indirectly, individually or as an employee, partner, officer, director or shareholder or in any other capacity whatsoever of or for any person, firm, partnership, company or corporation other than AOL or its subsidiaries (i) own, manage, operate, sell, control or participate in the ownership, management, operation, sales or control of or be connected in any manner with any business engaged in (A) publishing intellectual property on the Internet, or (B) the design, research, development, marketing, sales, or licensing of, or any systems integration, consulting or other services relating to or competitive with any computer program or products created, distributed or known by Participant to be under development by AOL or any of its subsidiaries or by WAIS prior to the termination of Participant's employment with AOL and its subsidiaries, or (ii) recruit, attempt to hire, solicit, assist others in recruiting or hiring, or refer to others concerning employment of, any person who is or was, an employee of WAIS or AOL or any of its subsidiaries or induce or attempt to induce any such employee to terminate his or her employment with WAIS, AOL or any of its subsidiaries; provided that, if Participant's employment with AOL and its subsidiaries is terminated without cause by AOL and/or its subsidiaries, then during and with respect to the third year or any portion thereof of the period following the Effective Date, if applicable, through

and including the expiration of the Non-Compete Period, AOL shall (A) pay or cause to be paid to Participant an amount equal to the same base salary and provide the same benefits, excluding bonuses, as paid and provided to Participant by AOL or its subsidiaries at the time of such termination, on the same terms, including timing of payments and otherwise, as said amounts were paid and benefits provided to Participant during Participant's employment with AOL or its subsidiaries and (B) shall continue the vesting of Participant's stock options on the same basis as such stock options vested while Participant was employed by AOL or its subsidiaries.

Notwithstanding anything else to the contrary in this Agreement, this Agreement (other than Section 2 hereof) shall terminate upon the earlier of (i) the third anniversary of the Effective Date and (ii) the later of (A) the second anniversary of the Effective Date and (B) the first anniversary of Participant's termination of employment as an employee of AOL and its subsidiaries (the "Non-Compete Period").

(b) The foregoing restrictions will not apply to Participant's personal investments in publicly traded corporations regardless of the business they are engaged in, provided that Participant does not at any time own in excess of one percent (1%) of the issued and outstanding stock of any such corporation.

2. Other Agreements. Participant represents that Participant has no other agreements or commitments that would hinder the performance of Participant's obligations under this Agreement and Participant will not enter into any such agreements. Participant will indemnify AOL and hold it harmless from any claims, damages, losses and expenses incurred by AOL as a result of any breach of Participant's representations and obligations under this Section 2.

3. AOL Agreements. Participant shall enter into AOL's standard Confidentiality, Non-Competition and Proprietary Rights Agreement, which is attached hereto as Exhibit A; provided that Sections 10, 13 and 14 shall be deleted from such agreement as to Participant.

4. No Obligation to Employ. Nothing in this Agreement shall confer or be deemed to confer on Participant any right to continue in the employ of, or to continue in any other relationship with AOL, Sub or any parent, subsidiary or affiliate of AOL or Sub, or limit in any way the right of AOL or Sub or any parent, subsidiary or affiliate of AOL or Sub to terminate Participant's employment or other relationship at any time, with or without cause.

5. Remedy. Because Participant's breach of Section 1 of this Agreement will cause AOL irreparable harm for which money is inadequate compensation, AOL will be entitled to immediate injunctive and other preliminary and equitable relief against any material breach or threatened breach of this Agreement, in addition to damages and any other available remedies.

6. Assignment; Successors. Due to the unique nature of the services to be provided hereunder, Participant may not delegate his or her duties under this Agreement. This Agreement is binding upon and inures to the benefit of AOL and Sub and their successors and assigns.

7. Modification. This Agreement may be modified or amended only by a writing signed by AOL, Sub and Participant.

8. Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws.

9. Severability. If any provision of this Agreement is to any extent invalid under applicable law, that provision shall be enforced to the extent permissible, and the remaining provisions of this Agreement shall continue in full force and effect.

10. Non-Waiver. No failure to delay by AOL or Participant in exercising any right or remedy under this Agreement shall waive any provision of this Agreement, nor shall any single or partial exercise by AOL or Participant of any right or remedy under the Agreement preclude any of them from otherwise or further exercising these rights or remedies, or any other rights or remedies by law or any related documents.

11. Captions. The headings in this Agreement are for convenience only and do not effect interpretation of this Agreement.

12. Entire Agreement. This Agreement, together with attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations, agreements or other commitments.

13. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, or sent by facsimile, certified first class and hand delivered, or sent by facsimile, certified or registered first class mail, postage pre-paid, or sent by an internationally recognized express courier service. Such notices and other communications shall be effective upon receipt if personally delivered or on the next business day if sent by facsimile, three (3) business days after mailing if sent by mail, and one (1) business day after dispatch if sent by express courier, to the following addresses, or such other addresses as either party shall notify the other party:

If to AOL:	America Online, Inc. 8619 Westwood Center Drive Vienna, VA 22182 Attn: Ellen M. Kirsh, Esq., General Counsel
If to Participant:	At the address listed on the signature page hereto.

14. Attorneys' Fees. In the event of any claim, demand arbitration or suit arising out of or with respect to this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees, including any such costs and fees upon appeal.

15. Arbitration Agreement. Any controversy between the parties regarding the construction or application of this Agreement, and any claim arising out of this Agreement or its breach, shall be submitted to arbitration on the written request of one party by the service of that

request on the other party. Such arbitration shall be held under the California Code of Civil Procedure, section 1280 et. seq., as amended.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, will bear the signatures of the parties reflected hereon as signatories. Facsimile copies of such counterparts are acceptable.

IN WITNESS WHEREOF, this parties hereto have signed this Agreement as of the date first written above.

AMERICA ONLINE, INC.

PARTICIPANT

By: _____

Brewster Kahle

Name:

Print Name

Title:

Signature

AOL ACQUISITION CORP.

Address:

By: _____

Name:

Title:

[SIGNATURE PAGE TO NONCOMPETITION AND NONSOLICITATION AGREEMENT]

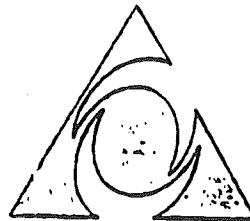


EXHIBIT A

**AMERICA ONLINE
INCORPORATED**

Confidentiality/Non-Competition/Proprietary Rights Agreement

In consideration for the agreement of America Online, Inc. ("America Online") to employ me and as a condition to my continued employment by America Online, I hereby agree as follows:

1. I acknowledge that I may be furnished or may otherwise receive or have access to information which relates to America Online's past, present or future products, software, research, development, improvements, inventions, processes, techniques, designs or other technical data, or regarding administrative, management, financial, marketing or manufacturing activities of America Online or of a third party which provided proprietary information to America Online on a confidential basis. All such information, shall be considered by America Online as proprietary and confidential ("Proprietary Information").
2. Both during and after the term of this Agreement, I agree to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to me before this Agreement is signed or afterward. In addition, I shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of America Online without a need to know, (ii) remove Proprietary Information from America Online's premises, or (iii) use Proprietary Information for my own benefit or for the benefit of any third party.
3. The foregoing obligations shall not apply to any information which I can establish to have (i) become publicly known without breach of this Agreement by me; (ii) been given to me by a third party who is not obligated to maintain confidentiality; or (iii) been developed by me prior to the date this Agreement is signed, as established by documentary evidence. If I receive information with uncertain confidentiality, I agree to treat such information as Proprietary Information until I have verification from management that such information is neither confidential nor proprietary.
4. All Proprietary Information used or generated during the course of working for America Online is the property of America Online. I agree to deliver to America Online all documents and other tangibles (including diskettes and other storage media) containing Proprietary Information upon termination of my employment with America Online or otherwise within three (3) days after America Online so requests.
5. I acknowledge and agree that all writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by me in the course of performing services for America Online, together with any copyrights on those writings or works of authorship, are works made for hire and the property of America Online. To the extent that any such writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by me to America Online of the ownership of, and all rights of copyright in such items, and America Online shall have the right to obtain and hold in its own name, all rights of copyright, copyright registrations and similar protections which may be available in the works. I agree to give America Online or its assignees all assistance reasonably required to perfect such rights.

6. I shall and hereby do assign to America Online my entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how, patentable or not, hereafter made or conceived solely or jointly by me while working for America Online, which relates in any manner to the actual or anticipated business or research and development of America Online or is suggested by or results from any task assigned to me or work performed by me for or on behalf of America Online or for which America Online equipment, supplies, facilities, information or materials are used. I shall disclose any such invention, technique, process, device, discovery, improvement or know-how promptly, and execute a specific assignment of title to America Online, and do anything else reasonably necessary to enable America Online to secure patent, trade secret or any other proprietary rights in the United States or foreign countries.

7. Any inventions I have made or conceived before my employment with America Online are listed and described below. These items are excluded from this Agreement.

8. I understand that I may continue to work on, and retain rights to, projects of my own interest outside of America Online provided that (i) they do not fall under paragraphs 5 or 6 above; (ii) they do not interfere in any way with my time at work for America Online; and (iii) should any products with potential commercial application result from any such project, America Online shall be given the right of right refusal to purchase and market such products.

9. I shall not submit any article for publication, or deliver any public speech that contains any information relating to the business of the Company or that identifies me as an employee or representative of the Company without receiving the prior written consent of an officer of America Online.

10. During the term of my employment by America Online and for a period of one year after the termination of my employment for any reason but not less than three years from the date of this agreement, I will not, within the United States or any other country in which America Online or a licensee of America Online is then operating or preparing to operate, directly or indirectly, own, manage, operate, join, control, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, any business of the type and character of business engaged in by America Online at the time of such termination.

11. I represent and warrant that: (i) I am able to enter into this Agreement and that such ability is not limited or restricted by any agreements or understandings between me and other persons or companies; (ii) I will not disclose to America Online or its clients, or induce America Online to use or disclose, any proprietary information or material belonging to others, except with the written permission of the owner of such information or material; and (iii) any information, materials or products I develop for, or any advice I provide to, America Online shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by me from sources other than America Online. I hereby agree to indemnify and hold America Online harmless from and against any and all damages, claims, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from the breach of any agreement or understanding between me and another person or company including, but not limited to, liability arising from any confidential or proprietary information or trade secrets I have obtained from sources other than America Online.

12. I will fully comply, and do all things necessary for America Online to fully comply, with all appropriate U.S. Government laws and regulations, and with the provisions of contracts between America Online and the agencies of the U.S. Government or contractors, which relate to patent rights, technical data, or to the safeguarding of information and material.

13. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not attempt, either directly or indirectly, to induce or attempt to influence any employee of America Online to leave America Online's employ.

14. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not solicit business from any of America Online's customers, either directly or indirectly, for the benefit of anyone other than America Online or participate or assist in any way in the solicitation of business from any such customers as an employee of or consultant to another entity, unless the business being solicited is not competitive with the services provided by America Online to such customers.

15. I acknowledge and agree that:

a) (i) my contractual obligations under paragraphs 2, 10, 11, 13 and 14 have a unique and very substantial value to America Online, (ii) I have sufficient assets and other skills to provide a reasonable livelihood for myself while such paragraphs are in force, and (iii) I am subject to immediate dismissal by America Online for any breach of those provisions and that such dismissal shall not relieve me from my continuing obligations under this Agreement or from the imposition by a court of any judicial remedies, such as money damages or equitable enforcement of those provisions.

b) the terms and provisions of this Agreement are applicable to all information and materials developed for, or any advice provided to, America Online prior to the signing of this Agreement; and

c) the termination of my employment with America Online, for any reason, shall not relieve me from complying with the undertakings and agreements contained herein, which call for performance prior or subsequent to the termination date, including, but not limited to those undertakings and agreements set forth in paragraphs 2, 4, 10, 11, 13 and 14.

16. Should I be found liable for any action taken to enforce this Agreement, I will reimburse the Company for its reasonable attorneys' fees and court costs.

17. No act or failure to act by America Online will waive any right contained herein. Any waiver by America Online must be in writing and signed by an officer of America Online to be effective.

18. This Agreement shall be binding on my heirs, executors and administrators and on successors and assigns of America Online; however, I shall not have the right to assign this Agreement.

19. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable force and effect.

20. This Agreement shall be governed by the laws of the Commonwealth of Virginia as such laws are applied to contracts executed by Commonwealth of Virginia residents and performed entirely within the Commonwealth of Virginia.

21. This document constitutes my entire Agreement with America Online with respect to its subject matter, superseding any prior negotiations and agreements. This Agreement may not be changed in any respect, except by a written agreement signed by both myself and an officer of America Online.

22. All remedies provided herein are cumulative and in addition to all other remedies which may be available at law or in equity.

Witness

Signature

Date

Print Name

Date:

For America Online, Inc.

Signature

Title

Date

Prior inventions to be excluded from this Agreement are listed and briefly described below:

EXHIBIT 8.14
INVESTMENT REPRESENTATION AGREEMENT

May ___, 1995

America Online, Inc.
8619 Westwood Center Drive
Vienna, VA 22182

Investment Representation Agreement

Ladies and Gentlemen:

On this date the undersigned ("Purchaser") has acquired from America Online, Inc., a Delaware corporation (the "Company"), an aggregate of _____ shares of the Company's Common Stock (the "Restricted Securities") in consideration of Purchaser's delivery to the Company of shares of Common Stock of Wide Area Information Servers, Inc., a California Corporation ("WAIS"), as contemplated by the Agreement and Plan of Reorganization, dated as of even date herewith, among the Company, AOL Acquisition Corp., a wholly owned subsidiary of the Company, and WAIS.

1. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents and warrants to the Company that:

(a) **Purchase for Own Account for Investment.** Purchaser is purchasing the Restricted Securities for Purchaser's own account for investment purposes only and not with a view to, or for sale in connection with, a distribution of the Restricted Securities within the meaning of the Securities Act of 1933, as amended (the "1933 Act"). Purchaser has no present intention of selling or otherwise disposing of all or any portion of the Restricted Securities and no one other than Purchaser has any beneficial ownership of any of the Restricted Securities.

(b) **Access to Information.** Purchaser has had access to all information regarding the Company and its present and prospective business, assets, liabilities and financial condition that Purchaser reasonably considers important in making the decision to purchase the Restricted Securities, and Purchaser has had ample opportunity to ask questions of the Company's representatives concerning such matters and this investment.

(c) **Understanding of Risks.** Purchaser is fully aware of: (i) the highly speculative nature of the investment in the Restricted Securities; (ii) the financial hazards involved; (iii) the lack of liquidity of the Restricted Securities and the restrictions on transferability of the Restricted Securities (e.g., that Purchaser may not be able to sell or dispose of the Restricted Securities or use them as collateral for loans); (iv) the qualifications and

backgrounds of the management of the Company; and (v) the tax consequences of investment in the Restricted Securities.

(d) **Purchaser's Qualifications.** Purchaser has a preexisting personal or business relationship with the Company and/or certain of its officers and/or directors of a nature and duration sufficient to make Purchaser aware of the character, business acumen and general business and financial circumstances of the Company and/or such officers and directors. By reason of Purchaser's business or financial experience, Purchaser is capable of evaluating the merits and risks of this investment, has the ability to protect Purchaser's own interests in this transaction and is financially capable of bearing a total loss of this investment.

(e) **No General Solicitation.** At no time was Purchaser presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Restricted Securities.

(f) **Compliance with Securities Laws.** Purchaser understands and acknowledges that, in reliance upon the representations and warranties made by Purchaser herein, the Restricted Securities are not being registered with the Securities and Exchange Commission ("SEC") under the 1933 Act or being qualified under the California Corporate Securities Law of 1968, as amended (the "Law"), but instead are being issued under an exemption or exemptions from the registration and qualification requirements of the 1933 Act and the Law, which impose certain restrictions on Purchaser's ability to transfer the Restricted Securities.

(g) **Restrictions on Transfer.** Purchaser understands that Purchaser may not transfer any Restricted Securities unless such Restricted Securities are registered under the 1933 Act or qualified under the Law or unless, in the opinion of counsel to the Company, exemptions from such registration and qualification requirements are available. Purchaser understands that only the Company may file a registration statement with the SEC or the California Commissioner of Corporations and that the Company is under no obligation to do so with respect to the Restricted Securities, except as otherwise agreed in a written agreement between the Company and Purchaser. Purchaser has also been advised that exemptions from registration and qualification may not be available or may not permit Purchaser to transfer all or any of the Restricted Securities in the amounts or at the times proposed by Purchaser.

(h) **Rule 144.** In addition, Purchaser has been advised that SEC Rule 144 promulgated under the 1933 Act, which permits certain limited sales of unregistered securities, is not presently available with respect to the Restricted Securities and, in any event, requires that the Restricted Securities be held for a minimum of two years, and in certain cases three years, after they have been purchased and paid for (within the meaning of Rule 144), before they may be resold under Rule 144. Purchaser understands that Rule 144 may indefinitely restrict transfer of the Restricted Securities so long as Purchaser remains an "affiliate" of the Company and "current public information" about the Company (as defined in Rule 144) is not publicly available.

2. Legends and Stop-Transfer Orders.

Purchaser understands that certificates or other instruments representing any of the Restricted Securities acquired by Purchaser will bear legends substantially similar to the following, in addition to any other legends required by federal or state laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

The undersigned agrees that, in order to ensure and enforce compliance with the restrictions imposed by applicable law and those referred to in the foregoing legends, or elsewhere herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, with respect to any certificate or other instrument representing Restricted Securities, or if the Company transfers its own securities, that it may make appropriate notations to the same effect in the Company's records.

3. Market Standoff Agreement. Purchaser agrees in connection with any registration of the Company's securities under the 1933 Act that, upon the request of the Company or the underwriters managing any registered public offering of the Company's securities, Purchaser will not sell or otherwise dispose of any Restricted Securities without the prior written consent of the Company or such managing underwriters, as the case may be, for a period of time (not to exceed 180 days) after the effective date of such registration requested by such managing underwriters and subject to all restrictions as the Company or the managing underwriters may specify for employee-shareholders generally.

Very truly yours,

Signature

Name (Please Type or Print)

Address: